

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (AS DEFINED HEREIN) ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE “INTERCREDITOR AGREEMENT”), DATED AS OF THE DATE HEREOF BETWEEN WINGSPIRE CAPITAL LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT (INCLUDING ITS SUCCESSORS AND ASSIGNS), AND ALTER DOMUS (US) LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT (INCLUDING ITS SUCCESSORS AND ASSIGNS), AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL, AND EACH PARTY HERETO HEREBY ACKNOWLEDGES THAT WINGSPIRE CAPITAL LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT (INCLUDING ITS SUCCESSORS AND ASSIGNS), AND EACH LENDER FROM TIME TO TIME PARTY HERETO IS BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.



CREDIT AGREEMENT

dated as of May 30, 2025

among

**SRI INTERMEDIATE, LLC,
as Holdings,**

**SELECT REHABILITATION HOLDINGS, LLC,
as Intermediate Holdco,**

SELECT REHABILITATION, LLC, and

CERTAIN OF ITS SUBSIDIARIES,

as Borrowers,

CERTAIN OF ITS SUBSIDIARIES,

as Guarantors,

THE LENDERS PARTY HERETO,

and

**WINGSPIRE CAPITAL LLC,
as Administrative Agent**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS AND RULES OF CONSTRUCTION.....	8
Section 1.1 Definitions	8
Section 1.2 Terms Generally	47
Section 1.3 Accounting Terms; GAAP.	48
Section 1.4 Rounding	49
Section 1.5 References to Time.....	49
Section 1.6 Resolution of Drafting Ambiguities	49
Section 1.7 Interest.....	49
Section 1.8 Divisions.....	49
Section 1.9 Status of Obligations	49
ARTICLE 2 THE CREDITS	50
Section 2.1 Commitments.....	50
Section 2.2 Borrowings of Revolving Loans.....	50
Section 2.3 Termination and Reduction of Commitments.	51
Section 2.4 Repayment of Loans; Evidence of Debt.....	52
Section 2.5 Prepayments.....	52
Section 2.6 Payments Generally; Administrative Agent’s Clawback.	54
Section 2.7 Defaulting Lenders.	56
Section 2.8 Joint and Several Liability.....	57
ARTICLE 3 INTEREST, FEES, YIELD PROTECTION, ETC.	59
Section 3.1 Interest.	59
Section 3.2 Fees.....	60
Section 3.3 Alternate Rate of Interest.....	61

Section 3.4	Increased Costs; Illegality.	62
Section 3.5	Taxes.....	63
Section 3.6	Mitigation Obligations; Replacement of Lenders.....	66
ARTICLE 4 CONDITIONS PRECEDENT TO LOANS.....		67
Section 4.1	Conditions to Initial Loans	67
Section 4.2	Conditions to All Loans.....	71
ARTICLE 5 REPRESENTATIONS AND WARRANTIES.....		71
Section 5.1	Existence, Qualification and Power; Compliance with Laws.....	71
Section 5.2	Authorization; No Contravention	72
Section 5.3	Governmental Authorization; Other Consents	72
Section 5.4	Binding Effect.....	72
Section 5.5	Financial Statements; No Material Adverse Effect.	72
Section 5.6	Litigation	73
Section 5.7	Environmental Matters.	73
Section 5.8	Ownership of Properties; Liens	75
Section 5.9	Casualty, Etc.....	75
Section 5.10	Investment Company Status, Etc.....	75
Section 5.11	Taxes.....	75
Section 5.12	ERISA.....	75
Section 5.13	Subsidiaries; Equity Interests	76
Section 5.14	Insurance.....	76
Section 5.15	Federal Reserve Regulations, Etc	76
Section 5.16	Collateral Documents..	77
Section 5.17	Solvency	77
Section 5.18	Anti-Corruption Laws; Sanctions; Anti-Terrorism Laws.....	77
Section 5.19	Real Property	78

Section 5.20	Accuracy of Information, Etc	78
Section 5.21	Labor Matters	78
Section 5.22	Absence of Certain Restrictions	79
Section 5.23	No Default	79
Section 5.24	Common Enterprise	79
Section 5.25	Brokers' Fees.....	79
Section 5.26	Affected Financial Institutions	79
Section 5.27	Accounts	79
Section 5.28	Intellectual Property	80
Section 5.29	Regulatory Matters	80
ARTICLE 6 AFFIRMATIVE COVENANTS.....		84
Section 6.1	Financial Statements and Other Information.....	84
Section 6.2	Notices of Material Events	86
Section 6.3	Existence; Conduct of Business	88
Section 6.4	Payment and Performance of Obligations	89
Section 6.5	Maintenance of Properties	89
Section 6.6	Books and Records; Inspection Rights.....	89
Section 6.7	Compliance with Laws	89
Section 6.8	Use of Proceeds.....	89
Section 6.9	Information Concerning Collateral.....	90
Section 6.10	Insurance.....	90
Section 6.11	Casualty or Condemnation Events; Extraordinary Receipts.....	91
Section 6.12	Covenant to Guarantee and Provide Security.....	92
Section 6.13	Environmental Matters	93
Section 6.14	Cash Management.....	94
Section 6.15	Borrowing Base Certificates; Collateral Administration.....	95

Section 6.16	Regulatory Matters	96
ARTICLE 7 NEGATIVE COVENANTS		97
Section 7.1	Indebtedness; Equity Interests.....	97
Section 7.2	Liens	98
Section 7.3	Fundamental Changes; Business; Fiscal Year.....	99
Section 7.4	Investments, Loans, Advances, Guarantees and Acquisitions.....	100
Section 7.5	Dispositions	100
Section 7.6	Sale Leaseback Transactions	102
Section 7.7	Swap Agreements	102
Section 7.8	Restricted Payments	102
Section 7.9	Transactions with Affiliates.....	102
Section 7.10	Restrictive Agreements.....	103
Section 7.11	Amendment of Material Documents	103
Section 7.12	Financial Covenant.....	103
Section 7.13	Payments on Subordinated Debt; Payments on Term Loan Debt.....	103
Section 7.14	Hazardous Materials	104
Section 7.15	Limitation on Related Corporations	Error! Bookmark not defined.
Section 7.16	Additional Covenants Applicable to Holdings	104
ARTICLE 8 EVENTS OF DEFAULT		104
Section 8.1	Events of Default	104
Section 8.2	Remedies Upon Event of Default	108
Section 8.3	Application of Funds	109
ARTICLE 9 THE ADMINISTRATIVE AGENT		110
Section 9.1	Appointment and Authority.....	110
Section 9.2	Rights as a Lender	110
Section 9.3	Exculpatory Provisions.....	110

Section 9.4	Reliance by Administrative Agent.....	111
Section 9.5	Delegation of Duties.....	111
Section 9.6	Resignation of Administrative Agent.....	112
Section 9.7	Non-Reliance on Administrative Agent and Other Lenders.....	112
Section 9.8	No Other Duties, Etc	113
Section 9.9	Administrative Agent May File Proofs of Claim	113
Section 9.10	Collateral and Guarantee Matters.	113
Section 9.11	Cash Management Obligations and Swap Agreement Obligations.....	114
ARTICLE 10 MISCELLANEOUS		114
Section 10.1	Notices.....	114
Section 10.2	Waivers; Amendments.	116
Section 10.3	Expenses; Indemnity; Damage Waiver.	118
Section 10.4	Successors and Assigns.	119
Section 10.5	Survival.....	123
Section 10.6	Counterparts; Integration; Effectiveness; Electronic Execution.....	124
Section 10.7	Severability.....	124
Section 10.8	Right of Setoff	124
Section 10.9	Governing Law; Jurisdiction; Consent to Service of Process.....	125
Section 10.10	WAIVER OF JURY TRIAL	125
Section 10.11	Payments Set Aside	126
Section 10.12	Headings	126
Section 10.13	Interest Rate Limitation	126
Section 10.14	Treatment of Certain Information; Confidentiality.	126
Section 10.15	USA PATRIOT Act Notice.....	127
Section 10.16	No Fiduciary Duty	127
Section 10.17	Acknowledgement and Consent to Bail-In of Affected Financial Institutions..	128

Section 10.18	Certain ERISA Matters.....	128
Section 10.19	The Company as Agent for Borrowers	130
Section 10.20	Acknowledgement Regarding Any Supported QFCs.....	130
Section 10.21	Erroneous Payments.	131
ARTICLE 11 LOAN GUARANTY		134
Section 11.1	Guaranty	134
Section 11.2	Guaranty of Payment	134
Section 11.3	No Discharge or Diminishment of Loan Guaranty.....	134
Section 11.4	Defenses Waived	135
Section 11.5	Rights of Subrogation.....	135
Section 11.6	Reinstatement; Stay of Acceleration	135
Section 11.7	Information	136
Section 11.8	Termination	136
Section 11.9	Taxes.....	136
Section 11.10	Maximum Liability.....	136
Section 11.11	Contribution.....	136
Section 11.12	Liability Cumulative.....	137
Section 11.13	Keepwell.....	137

SCHEDULES:

Schedule 1.1(b)	Mortgage Requirement
Schedule 2.1	Commitments
Schedule 4.1(e)	Collateral Documents and Related Requirements
Schedule 5.6	Disclosed Matters
Schedule 5.7	Environmental Matters
Schedule 5.13	Subsidiaries; Equity Interests
Schedule 5.14	Insurance
Schedule 5.16(a)	UCC Filing Offices
Schedule 5.19	Real Property
Schedule 5.29	Permits and Third Party Payor Authorizations; Overpayments
Schedule 6.17	Certain Post-Closing Obligations
Schedule 7.1	Existing Indebtedness
Schedule 7.2	Existing Liens
Schedule 7.4	Existing Investments
Schedule 7.10	Existing Restrictions

EXHIBITS:

Exhibit A	Form of Assignment and Assumption
Exhibit B	Form of Borrowing Base Certificate
Exhibit C	Form of Borrowing Request
Exhibit D-1	Form of Revolving Loan Note
Exhibit E	Form of Compliance Certificate
Exhibit F	Form of Subsidiary Joinder Agreement
Exhibit G-1	Form of U.S. Tax Compliance Certificate For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes
Exhibit G-2	Form of U.S. Tax Compliance Certificate For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes
Exhibit G-3	Form of U.S. Tax Compliance Certificate For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes
Exhibit G-4	Form of U.S. Tax Compliance Certificate For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes
Exhibit H	Form of Secured Obligation Designation Notice
Exhibit I	Intercompany Note

CREDIT AGREEMENT

This CREDIT AGREEMENT (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), dated as of **May 30, 2025**, is entered into by and among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”), together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party hereto as “Borrowers”, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party hereto as “Guarantors” (Holdings, Intermediate Holdco and such Subsidiaries each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party hereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

RECITALS

A. The Borrowers have requested that the Lenders make loans and other financial accommodations to the Borrowers as more fully set forth herein.

B. The Lenders have indicated their willingness to lend on the terms and subject to the conditions set forth herein.

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

ARTICLE 1

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. As used in this Agreement, the following terms have the meanings specified below:

“ABLSoft” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“Account” means an “account” as defined in Article 9 of the UCC.

“Account Debtor” has the meaning set forth in the Security Agreement.

“Acquisition” means any transaction or series of related transactions resulting, directly or indirectly, in: (a) the acquisition by any Person of (i) all or substantially all of the assets of another Person or (ii) all or substantially all of any business line, unit or division of another Person, (b) the acquisition by any Person (i) of in excess of 50% of the Equity Interests of any other Person, or (ii) otherwise causing any other Person to become a Subsidiary of such Person, or (c) a merger, amalgamation consolidation, or any other combination of any Person with another Person (other than a Person that is a Loan Party or a Subsidiary of a Loan Party) in which a Loan Party or any of its Subsidiaries is the surviving Person.

“Administrative Agent” has the meaning set forth in the preamble of this Agreement.

“Administrative Agent’s Payment Office” means the Administrative Agent’s office located at 11720 Amber Park Drive, Suite 500, Alpharetta, GA 30009, or such other office or account as to which the Administrative Agent may from time to time notify the Borrower Agent and the Lenders.

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

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

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the avoidance of doubt, the New York Professional Corporations do not constitute Affiliates of any Loan Party.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum and (c) Term SOFR on such day plus 1.00 % per annum, provided that the Alternate Base Rate shall at no time be less than the Floor. If the Administrative Agent shall have determined (which determination shall be conclusive absent clearly manifest error) that it is unable to ascertain Term SOFR for any reason the Alternate Base Rate shall be determined without regard to clause (c) of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or 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.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Loan Parties or their respective Subsidiaries from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means the applicable laws, regulations, and sanctions, state and federal, criminal and civil, in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that: (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (c) require identification and documentation of the parties with whom a financial institution conducts business; or (d) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act, the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International

Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

“Anti-Terrorism Laws” has the meaning set forth in Section 5.18(c).

“Applicable Margin” means, with respect to Revolving Loans, during the applicable periods set forth below: in the case of Revolving Loans which are (i) Base Rate Loans, the percentage set forth in the following table under the heading “Base Rate Margin”, and (ii) SOFR Loans, the percentage set forth in the following table under the heading “Term SOFR Reference Rate Margin”:

Pricing Level	Average Availability	Base Rate Margin	Term SOFR Reference Rate Margin
I	Greater than \$12,500,000	2.75%	3.75%
II	Greater than \$7,500,000 but less than or equal to \$12,500,000	3.00%	4.00%
III	Less than or equal to \$7,500,000	3.25%	4.25%

Until January 1, 2026, the Applicable Margin will be based on Pricing Level II. The Average Availability shall be calculated by the Administrative Agent based on the Borrowing Base Certificates delivered by the Borrower Agent during the preceding fiscal quarter. Any increase or decrease in the Applicable Margin resulting from a change in the Average Availability shall become effective as of the first calendar day of each fiscal quarter; provided, however, that if the Borrowing Base Certificates (including any required financial information in support thereof) are not delivered when due, then Pricing Level III shall apply until such time as such Borrowing Base Certificates and supporting information are delivered. Any adjustment in the Applicable Margin shall be applicable to all Revolving Loans then existing or subsequently made during the applicable period for which the relevant Applicable Margin applies. Nothing in this paragraph shall limit the rights of the Administrative Agent and Lenders with respect to Section 3.1 and Section 8.1.

“Applicable Percentage” means, at any time with respect to any Revolving Lender, the percentage equal to a fraction the numerator of which is the amount of such Lender’s Revolving Commitment and the denominator of which is the aggregate amount of all Revolving Commitments of all Revolving Lenders (provided that if the Revolving Commitments have terminated or expired, the Applicable Percentages of the Revolving Lenders shall be determined based upon the Revolving Exposure of the Revolving Lenders at such time of the determination).

“Approved Electronic Communication” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that the Administrative Agent specifically instructs a Person to deliver in physical form.

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

“Approved Line of Business” means, collectively, (a) those lines of business in which Holdings and its Subsidiaries operate on the Closing Date and (b) any business or activity that is the same, similar or otherwise reasonably related, ancillary, complementary or incidental thereto.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.4) and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

“Attorney Costs” means, with respect to (a) the Administrative Agent, all reasonable and documented fees and out-of-pocket expenses, charges, disbursements and other charges of outside counsel to the Administrative Agent, and (b) the Credit Parties other than the Administrative Agent, all reasonable and documented fees and out of pocket expenses, charges, disbursements and other charges of one law firm (and one local counsel in each relevant jurisdiction and one special or regulatory counsel for each relevant subject matter to the extent reasonably necessary) for such Credit Parties and, solely in the case of an actual or potential conflict of interest, one additional counsel (and one additional local counsel in each relevant jurisdiction one special or regulatory counsel for each relevant subject matter to the extent reasonably necessary) for such Credit Parties affected by such conflict of interest.

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

“Availability” means, at any time, the difference of (a) the lesser of (i) Revolving Credit Maximum Amount, and (ii) the Borrowing Base at such time, less (b) the amount of the Total Revolving Outstandings at such time.

“Availability Period” means the period from and including the Closing Date to but excluding the earlier of the Maturity Date and, if different, the date of the termination of the Revolving Commitments in accordance with the provisions of this Agreement.

“Average Availability” means, for any period, the average of the Availability amounts for each Business Day during such period.

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

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

“Bankruptcy Code” means Title 11 of the United State Code or any similar federal or state law for the relief of debtors.

“Base Rate Loan” means a Loan bearing interest based on the Alternate Base Rate.

“Base Rate Term SOFR Determination Day” has the meaning set forth in the definition of “Term SOFR”.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.3(b).

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and Borrower Agent giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than the Floor, the Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

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

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

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness, non-compliance, or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c).

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event

or events set forth therein with respect to such Benchmark (or the published component used in the calculation thereof).

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

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

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

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that such Benchmark (or such component thereof) is not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

“Benchmark Transition Start Date” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.3(b) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.3(b).

“Beneficial Ownership Certification” means, with respect to any Loan Party, a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation, which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association or such other form satisfactory to the Administrative Agent.

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

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

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

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

“Board of Directors” means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members or any controlling committee or board of directors of such company or the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

“Borrower” and “Borrowers” have the meanings set forth in the Preamble.

“Borrower Agent” has the meaning set forth in Section 10.19.

“Borrowing” means a borrowing consisting of Revolving Loans made on the same day by the Lenders (or Administrative Agent on behalf thereof) or by Administrative Agent in the case of an Overadvance or a Protective Advance.

“Borrowing Base” means, as at any date of determination thereof, an amount equal to the sum of:

- (a) 85% of the Expected Net Value of Eligible Accounts; minus
- (b) Reserves.

For purposes hereof, the Expected Net Value of Eligible Accounts at any time shall be reduced for any and all returns, rebates, discounts (which may, at the Administrative Agent’s option, be calculated on shortest terms), credits, allowances or excise taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time.

“Borrowing Base Certificate” means a certificate executed by a responsible officer of the Borrower Agent, on its own behalf and on behalf of all other Borrowers, substantially in the form of Exhibit B (or such other form as may be agreed to by the Administrative Agent) setting forth the calculation of the Borrowing Base (including each component thereof), in form and substance reasonably satisfactory to the Administrative Agent.

“Borrowing Request” has the meaning set forth in Section 2.2(b).

“Business Day” means any day other than a Saturday, Sunday or day on which banks in Atlanta, Georgia are authorized or required by law to close.

“Capital Expenditures” means, for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing of fixed or capital assets or additions to equipment that should be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries.

“Capitalized Lease Obligations” means, at any time of determination, the amount of the liabilities in respect of Capitalized Leases that would at such time be required to be capitalized and reflected as a liability on a balance sheet prepared in accordance with GAAP.

“Capitalized Leases” means all leases that are required to be capitalized in accordance with GAAP.

“Cash Dominion Trigger Event” means either of (a) the occurrence of an Event of Default, or (b) Availability being less than the greater of (i) \$7,500,000 and (ii) 15% of the Line Cap for a period of five (5) consecutive Business Days.

“Cash Dominion Trigger Period” means the period commencing on the occurrence of a Cash Dominion Trigger Event and continuing until the date that (a) no Event of Default shall be continuing and (b) Availability is greater than or equal to the greater of (i) \$10,000,000 and (ii) 20% of the Line Cap for a period of at least 30 consecutive calendar days.

“Cash Equivalents” means each of the following:

(a) debt obligations maturing within one year from the date of acquisition thereof to the extent the principal thereof and interest thereon is backed by the full faith and credit of the United States;

(b) commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or Moody’s;

(c) certificates of deposit, banker’s acceptances and time deposits maturing within 270 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States or any state, commonwealth or other political subdivision thereof that has a combined capital and surplus and undivided profits of not less than \$500,000,000 or, to the extent not otherwise included, any Lender, and which is rated at least A-2 by S&P and P-2 by Moody’s in the note or commercial paper rating category;

(d) repurchase agreements with a term of not more than 30 days for securities described in clause (a) of this definition and entered into with a financial institution satisfying the criteria described in clause (c) of this definition; and

(e) money market mutual funds, substantially all of the investments of which are in cash or investments contemplated by clauses (a), (b) and (c) of this definition.

“Cash Management Services” means, collectively, (a) commercial debit or credit cards, merchant card processing and other services, purchase or debit cards, including non-card e-payables services, (b) treasury management services (including cash pooling arrangements, controlled disbursement, netting, overdraft, lockbox and electronic or automatic clearing house fund transfer services, return items, sweep and interstate depository network services, foreign check clearing services), and (c) any other demand deposit or operating account relationships or other cash management services.

“Casualty or Condemnation Event” means any event that gives rise to the receipt by any Loan Party or any of its Subsidiaries of insurance proceeds or condemnation awards arising from any damage to, destruction of, or other casualty or loss involving, or any seizure, condemnation, confiscation or taking under power of eminent domain of, or requisition of title or use of or relating to or in respect of any inventory, equipment, fixed assets or Real Property (including any improvements thereon) of such Loan Party or Subsidiary.

“CHAMPVA” means, collectively, the Civilian Health and Medical Program of the Department of Veteran Affairs, a program of medical benefits covering retirees and dependents of former members of the armed services administered by the United States Department of Veterans Affairs, and all laws, rules, regulations, manuals, orders, or requirements pertaining to such program.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for “Eurocurrency Liabilities” (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Administrative Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate, or Term SOFR, or (d) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority or the compliance therewith by any Credit Party; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines and directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Change of Control” means an event or series of events by which:

(a) Key Persons, together, in the case of economic power only, with their family members following the death of a Key Person, cease to beneficially and of record own and control, directly or indirectly, at least 51% on a fully diluted basis of the aggregate outstanding voting or economic power of the Equity Interests (excluding, for the avoidance of doubt, the Class A Liquidated Preference in Ultimate Parent in accordance with the Amended and Restated Limited Liability Company Agreement of Ultimate Parent as in effect on the Closing Date and any Equity Interests owned by the Term Lenders) of Holdings or (y) other than solely in the case of a death of a Key Person, there ceases to be at least two (2) Key Persons who directly or indirectly own and control Equity Interests of Holdings;

(b) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.3(a)(i), free and clear of all Liens (other than Liens securing the Obligations and Liens permitted pursuant to clauses (a) and (b) of the definition of Permitted Encumbrances);

(c) any Key Person shall cease to be involved in the day to day operations and management of the business of Holdings and its Subsidiaries and a successor reasonably acceptable to the Administrative Agent is not appointed on terms reasonably acceptable to the Administrative Agent within 30 days (or such longer period of time as agreed to in writing by the Administrative Agent) of such cessation of involvement; provided that, so long as at least two (2) Key Persons are at all times involved in the day to day operations and management of the business of Holdings and its Subsidiaries, no “Change of Control” shall occur under this clause (c);

(d) a Key Person or the Key Persons collectively shall cease to have the exclusive right to appoint the members of the Board of Directors of Holdings; or

(e) a “Change of Control” (or any comparable term or provision) shall occur under any of the documentation related to the Equity Interests, the Term Loan Debt or any Subordinated Debt of Holdings or any of its Subsidiaries.

“Closing Date” means the date on which the conditions specified in Section 4.1 are satisfied (or waived in accordance with Section 10.2).

“Cloud Service Provider” means each of Amazon Web Services, NetHealth, Waystar, NetSuite and any subsequent provider of a Cloud Storage System to Loan Parties.

“Cloud Storage System” means Loan Parties’ accounting system that is stored and backed up in the “cloud”, which cloud storage system shall include all data regarding all accounts receivable of Loan Parties, billing and records storage and administration.

“CMS” means The Centers for Medicare and Medicaid Services, which administers the Medicare and Medicaid programs (among other things) under the Department of Health and Human Services, and any successor thereto.

“Code” means the Internal Revenue Code of 1986, and the rules and regulations issued thereunder.

“Collateral” means all the “Collateral” as defined in the Collateral Documents and all other property of whatever kind and nature pledged or charged, or purported to be pledged or charged, as collateral under any Collateral Document, but excluding, however, all Excluded Assets (as defined in the Security Agreement).

“Collateral Access Agreement” means each landlord waiver, bailee waiver or other agreement between the Administrative Agent and any third party (including any bailee, assignee, consignee, customs broker, or other similar Person) in possession of any Collateral, as applicable, or any landlord of any Loan Party for any Real Property where any Loan Party maintains its books and records, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

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

(a) the Administrative Agent shall have received each Collateral Document required to be delivered on the Closing Date pursuant to Section 4.1, or, following the Closing Date, pursuant to Section 6.12, duly executed by each applicable Loan Party;

(b) all Obligations shall have been unconditionally guaranteed jointly and severally on a senior basis by the Guarantors;

(c) except to the extent otherwise provided hereunder or under any Collateral Document, the Obligations shall have been secured by a perfected first priority (subject only to Liens expressly permitted pursuant to Section 7.2) security interest in all Collateral of each Loan Party;

(d) none of the Collateral shall be subject to any Lien other than Liens expressly permitted by Section 7.2;

(e) the Administrative Agent shall have received a Perfection Certificate from each Loan Party; and

(f) if applicable, the Mortgage Requirement shall have been satisfied with respect to any Real Property pursuant to Section 6.12.

The foregoing definition shall not require the creation or perfection of pledges of or security interests in particular assets if and for so long as the Administrative Agent agrees in writing that the cost of creating or perfecting such pledges or security interests in such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom.

“Collateral Documents” means, collectively, the Security Agreement, each account control agreement, each Collateral Access Agreement, each Copyright Security Agreement, each Patent Security Agreement, each Trademark Security Agreement, each Perfection Certificate, and each other security agreement, instrument or other document executed or delivered to secure any of the Obligations.

“Commitment” means with respect to any Lender, such Lender’s Revolving Commitment.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. Section 1 et seq.) and any successor statute.

“Company” has the meaning set forth in the preamble to this Agreement.

“Compliance Certificate” means a certificate, substantially in the form of Exhibit E.

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

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

“Contract Account” means an Account arising under a contract between a Borrower and a healthcare provider, including skilled nursing facilities, for the provision of therapy services.

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

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings analogous thereto. Without limiting the

generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of directors, managing general partners or any equivalent thereof.

“Control Agreement” has the meaning set forth in the Security Agreement.

“Controlled Account” means, as the context may require, a commodities account, deposit account and/or securities account that is subject to a Control Agreement in form and substance reasonably satisfactory to the Administrative Agent.

“Copyright Security Agreement” has the meaning set forth in the Security Agreement.

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Credit Parties” means the Administrative Agent and each of the Lenders.

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

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

“Default Rate” means, with respect to any Loans and other Obligations, a rate of interest equal to the Alternate Base Rate plus the highest Applicable Margin applicable to Base Rate Loans plus 2.00% per annum.

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

“Defaulting Lender” means, subject to Section 2.7(b), 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 Agent 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 the Borrower Agent 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 a condition precedent to funding (which condition precedent, together with any

applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower Agent, to confirm in writing to the Administrative Agent and the Borrower Agent that it will comply with its prospective funding obligations hereunder, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower Agent, or (d) has, or has a direct or indirect holding company that has, (i) become the subject of a proceeding under any Debtor Relief Law, 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 or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect holding company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.7(b)) upon delivery of written notice of such determination to the Borrower Agent and each Lender.

“Designated Account” means Borrower Agent’s account #4010690 maintained at BMO Bank, N.A. (or such other deposit account of the Borrower Agent that has been designated as such, in writing, by the Borrower Agent to the Administrative Agent).

“Determination Date” means the Closing Date and the first Business Day of each calendar month thereafter.

“Disposition” means, with respect to any Person, the sale, transfer, license, lease or other disposition (including by way of Division, Sale Leaseback or any sale or issuance of Equity Interests by way of a merger or otherwise) by such Person to any other Person, with or without recourse, of (a) any notes or accounts receivable or any rights and claims associated therewith, (b) any Equity Interests of any Subsidiary (other than directors’ qualifying shares), or (c) any other assets; provided, however, that none of the following shall constitute a Disposition: (i) any sale, transfer, license, lease or other disposition by (A) a Loan Party (other than Holdings) to another Loan Party (other than Holdings) or (B) a Non-Loan Party Subsidiary to a Loan Party or to another Non-Loan Party Subsidiary, in each case, on terms which are no less favorable than are obtainable from any Person which is not one of its Affiliates, (ii) the collection of accounts receivable and other obligations in the ordinary course of business and (iii) sales of inventory in the ordinary course of business. Each of the terms “Dispose” and “Disposed” when used as a verb shall have an analogous meaning.

“Disqualified Equity Interest” means, with respect to any Person, any Equity Interest of such Person which, by its terms, or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable, or upon the happening of any event or condition, (a) matures or is mandatorily redeemable (other than solely for shares of common stock) pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for shares of common stock), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Maturity Date.

“Division” means the division of the assets, liabilities and/or obligations of a Person (the “Dividing Person”) among two or more Persons, whether pursuant to a “plan of division” or similar arrangement pursuant to Section 18-217 of the Delaware Limited Liability Company Act or any similar provision under the laws of any other applicable jurisdiction and pursuant to which the Dividing Person may or may not survive.

“Document” means “document” as defined in Article 9 of the UCC.

“Document of Title” means “document of title” as defined in Article 9 of the UCC.

“Dollars” or “\$” refers to lawful money of the United States.

“E-Signature” means the process of attaching to or logically associating with an Approved Electronic Communication an electronic symbol, encryption, digital signature, or process (including the name or an abbreviation of the name of the party transmitting the Approved Electronic Communication) with the intent to sign, authenticate, or accept such Approved Electronic Communication.

“Earn-Out Obligations” means, with respect to any Person, obligations of such Person that are recognized under GAAP as a liability of such Person, payable in cash or which may be payable in cash at the seller’s or obligee’s option arising from an Acquisition.

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

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

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

“Eligible Account” means an Account (other than a Credit Card Receivable) arising in the ordinary course of the business of a Borrower from the sale of goods or rendition of services which the Administrative Agent, in its Permitted Discretion, deems to be an Eligible Account. Without limiting the generality of the foregoing, no Account shall be an Eligible Account if:

(a) (i) it arises out of a sale made or services rendered by a Borrower to another Loan Party or a Subsidiary or an Affiliate of a Loan Party; (ii) it arises out of a sale made that was not, or services rendered that were not, medically necessary or for which patient or customer consent was required but not obtained; (iii) it covers any treatment for alcohol, drug or substance abuse (other than in connection with bona fide mental or behavioral health claims deemed eligible by the Administrative Agent in its sole discretion), workers’ compensation claims, cosmetic surgery services, treatment for motor vehicle accidents or personal injury claims; (iv) the fees charged for the goods and services constituting the basis for such Account (x) are not consistent with the usual, customary, and reasonable fees charged by other similar medical suppliers or providers for the same or similar goods or services in the Borrowers’ community and in the community in which the patient or customer resides, or (y) were not charged in accordance with negotiated fee contracts, or imposed fee schedules, with or by the applicable Account Debtor; or (v) it does not satisfy all

applicable requirements of, or was not originated and processed in accordance with, the billing and coding requirements of the applicable Account Debtor; or

(b) it remains unpaid more than 120 days after the applicable Service Date; provided, that in no event may the Account be outstanding more than 120 days past the date the corresponding services or goods were provided; or

(c) the total Eligible Accounts of the Account Debtor exceeds 15% of the net amount of all Eligible Accounts of all Borrowers taken as a whole, but only to the extent of such excess; or

(d) any covenant, representation or warranty contained in this Agreement or any other Loan Document with respect to such Account has been breached; or

(e) the Account Debtor is also a creditor or supplier of a Loan Party or any Subsidiary of a Loan Party, or the Account Debtor has disputed liability with respect to such Account, or the Account Debtor has made any claim with respect to any other Account due from such Account Debtor to a Loan Party or any Subsidiary of a Loan Party, or the Account otherwise is or may become subject to right of setoff by the Account Debtor; provided that any such Account shall be eligible to the extent such amount exceeds such contract, dispute, claim, setoff or similar right; or

(f) the Account Debtor has commenced a voluntary case under any Debtor Relief Laws, or any other petition or other application for relief under Debtor Relief Laws has been filed against the Account Debtor, or if the Account Debtor has failed, suspended business, ceased to be Solvent, or consented to or suffered a receiver, trustee, assignee for the benefit of creditors, liquidator or custodian to be appointed for it or for all or a significant portion of its assets or affairs; or

(g) it arises from a sale made or services rendered to an Account Debtor which either (i) does not maintain its chief executive office in the United States or Canada or (ii) is not organized under the laws of the United States or Canada or any state or province thereof unless (A) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Administrative Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Administrative Agent and, if requested by Administrative Agent, is directly drawable by Administrative Agent, or (B) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Administrative Agent; or

(h) (i) it arises from a sale to an Account Debtor on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, or any other repurchase or return basis, or (ii) it is subject to a reserve established by a Loan Party for potential returns or refunds, to the extent of such reserve or (iii) it arises from a sale to an Account Debtor that is subject to cash-on-delivery terms; or

(i) the Account Debtor is not a Third Party Payor except in the case of Contract Accounts; or

(j) (i) it is not subject to a first priority perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) or (ii) is subject to any Lien other than (A) a Lien in favor of the Administrative Agent (for the benefit of the Secured Parties) and, subject to the Intercreditor Agreement, the Term Agent and (B) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent; or

(k) the goods giving rise to such Account have not been delivered to and accepted by the Account Debtor or the services giving rise to such Account have not been performed by the applicable Loan Party and accepted by the Account Debtor or the Account otherwise does not represent a final sale; or

(l) (i) the Loan Parties have not sent a bill or invoice for the goods or services giving rise to such Account to the applicable Account Debtor, (ii) the applicable Borrower has not delivered to the applicable Account Debtor all requested supporting claim documents with respect to such Account, (iii) any amounts with respect to such Account have been paid as of the date and time of the inclusion of such Account in the Borrowing Base, or (iv) the Borrowers do not have, or do not have the right to use, valid identification numbers and licenses to generate valid Accounts; or

(m) it represents the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable Borrower of the subject contract for goods or services; or

(n) it represents credit card sales; or

(o) the Account is evidenced by chattel paper or an instrument of any kind, or has been reduced to judgment; or

(p) any Loan Party or a Subsidiary of any Loan Party has made any agreement with the Account Debtor for any extension, compromise, settlement or modification of the Account or deduction therefrom, except for discounts or allowances which are made in the ordinary course of business for prompt payment and which discounts or allowances are reflected in the calculation of the face value of each invoice related to such Account; or

(q) 50% or more of the Accounts owing from the Account Debtor to Borrowers taken as a whole are not Eligible Accounts pursuant to clause (b) of this definition; or

(r) it represents service charges, late fees or similar charges; or

(s) it is not denominated in Dollars; or

(t) the Administrative Agent believes, in its Permitted Discretion, the collection of such Account to be doubtful, including by reason of the Account Debtor's financial condition; or

(u) such Account is (i) due from any Governmental Authority based on any cost report settlement or other expected settlement or (ii) pending Medicaid approval by the applicable Governmental Authority; or

(v) if owing by a Third Party Payor, the insurance policy, provider agreement, or other contract or instrument obligating an Account Debtor to make payment with respect to such Account (i) contains a provision prohibiting the grant of a Lien in or assignment or transfer of such payment obligation from the applicable Account Debtor to the Borrowers, or from the Borrowers to the Administrative Agent (other than with respect to an Account Debtor that is a Governmental Authority), (ii) was not duly authorized or, together with such Account, does not constitute the legal, valid and binding obligation of the applicable Account Debtor in accordance with its terms, (iii) together with such Account, contravenes in any material respect any applicable law, or (iv) was not in full force and effect and applicable to the customer or patient at the time the goods or services constituting the basis for such Account were sold or performed or did not fully cover such goods or services (subject to co-pays and deductibles); or

(w) the Borrowers' Medicare and Medicaid cost reports with respect to such Account for all cost reporting periods ending on or before the date of the last audited cost report were not examined and audited by (i) as to Medicaid, the applicable state agency or other CMS designated agent or agents of such state agency, charged with such responsibility, or (ii) as to Medicare, the Medicare contractor or other CMS

designated agents charged with such responsibility; or there is any basis for any Governmental Authority to assert an offset with respect to such Account against any Borrower, except as otherwise indicated on the relevant Borrowing Base Certificate submitted by the Borrowers; or

- (x) such Account is owing by a Non-Compliant PayPlan Payor; or
- (y) it is not otherwise acceptable to the Administrative Agent in its Permitted Discretion.

Notwithstanding the foregoing, no Accounts acquired through an Acquisition shall be Eligible Accounts until such time as the Administrative Agent shall have received and be satisfied with the results of a field examination with respect thereto, such field exam to be conducted at the Borrowers' expense.

For purposes of clauses (c) and (q) above (but for no other purpose), with respect to Accounts consisting of Contract Accounts, "Account Debtor" means, when used in reference to skilled nursing facility operators, all skilled nursing facility operators in the aggregate affiliated with a single corporate enterprise and not any individual skilled nursing facility operator (e.g., if XYZ Healthcare Holdings owns 50 skilled nursing facility operators, through direct or indirect subsidiaries, all 50 skilled nursing facility operators of XYZ Healthcare Holdings shall be treated in the aggregate as a single Account Debtor at the XYZ Healthcare Holdings level rather than as 50 individual Account Debtors at the operator level).

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.4(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 10.4(b)(iii)).

"Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of liability, non-compliance or violation, investigations, proceedings, settlements, consent decrees, consent orders, consent agreements and all costs and liabilities relating to or arising from or under any Environmental Law, including (a) any and all claims by Governmental Authorities for enforcement, investigation, corrective action, cleanup, removal, response, remedial or other actions, cost recovery, damages, natural resource damages or penalties pursuant to or arising under any Environmental Law, (b) any and all claims by any one or more Persons seeking damages, contribution, restitution, indemnification, cost recovery, compensation or injunctive relief directly or indirectly resulting from, based upon or arising under Environmental Law, pertaining to Hazardous Materials or an alleged injury or threat of injury to human health, safety, natural resources, or the indoor or outdoor environment, and (c) all liabilities contingent or otherwise, expenses, obligations, losses, damages, fines and penalties arising under any Environmental Law.

"Environmental Law" means, individually and collectively any and all federal, state, local, or foreign statute, rule, regulation, code, guidance, ordinance, order, judgment, directive, decree, injunction or common law as now or previously in effect and regulating, relating to or imposing liability or standards of conduct concerning: the environment; protection of the environment and natural resources; air emissions; water discharges; noise emissions; the Release, threatened Release or discharge into the environment and physical hazards of any Hazardous Material; the generation, handling, management, treatment, storage, transport or disposal of any Hazardous Material or otherwise concerning pollution or the protection of the outdoor or indoor environment, preservation or restoration of natural resources, employee or human health or safety, and potential or actual exposure to or injury from Hazardous Materials.

"Environmental Liability" means, in respect of any Person, any statutory, common law or equitable liability, contingent or otherwise of such Person directly or indirectly resulting from, arising out of or based upon (a) the violation of any Environmental Law or Environmental Permit, or (b) an Environmental Claim.

“Environmental Permit” means any permit, approval, authorization, certificate, license, variance, filing or permission required by or from any Governmental Authority pursuant to any Environmental Law.

“Equipment” means “equipment” as defined in Article 9 of the UCC.

“Equity Interests” means, with respect to any Person, (a) shares of capital stock of (or other ownership or profit interests in) such Person, (b) warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, (c) securities (other than Indebtedness) convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), (d) all other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination and (e) any Security Entitlement (as defined in the Security Agreement) in respect of any Equity Interest described in this definition

“ERISA” means the Employee Retirement Income Security Act of 1974, and the rules and regulations issued thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, is treated as a single employer under subsection (b), (c), (m) or (o) of Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043(c) of ERISA with respect to a Pension Plan; (b) the existence with respect to any Pension Plan of a non-exempt “prohibited transaction,” as defined in Section 406 of ERISA or Section 4975(c)(1) of the Code; (c) any failure of any Pension Plan to satisfy the “minimum funding standard” applicable to such Pension Plan under Section 412 or Section 430 of the Code or Section 302 or Section 303 of ERISA, whether or not waived; (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan, the failure to make by its due date a required installment under Section 430(j)(3) of the Code with respect to any Pension Plan or the failure of any Loan Party or ERISA Affiliate to make any required contribution to any Multiemployer Plan; (e) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA); (f) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Pension Plan including the imposition of any Lien in favor of the PBGC or any Pension Plan (other than for PBGC premiums due but not delinquent under Section 4007 of ERISA); (g) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or Section 4041A or ERISA, the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a Pension Plan administrator of any notice relating to an intention to terminate any Pension Plan or Pension Plans or to appoint a trustee to administer any Pension Plan under Section 4042 of ERISA or the occurrence of an event or condition which constitutes grounds under Section 4042 of ERISA or the termination of, or the appointment of a trustee to administrator, any Pension Plan; (h) any limitations under Section 436 of the Code become applicable; (i) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan or Multiemployer Plan; (j) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (k) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a

Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA or in endangered or critical status within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA; or (l) the imposition on any Loan Party or any ERISA Affiliate of any tax under Chapter 43 of Subtitle D of the Code, or the assessment of a civil penalty on any Loan Party or any ERISA Affiliate under Section 502(c) of ERISA.

“Erroneous Payment” has the meaning set forth in Section 10.21.

“Erroneous Payment Deficiency Assignment” has the meaning set forth in Section 10.21.

“Erroneous Payment Impacted Loans” has the meaning set forth in Section 10.21.

“Erroneous Payment Return Deficiency” has the meaning set forth in Section 10.21.

“Erroneous Payment Subrogation Rights” has the meaning set forth in Section 10.21.

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

“Event of Default” has the meaning set forth in Section 8.1.

“Excluded Account” has the meaning set forth in the Security Agreement.

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and only to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or 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), including 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 at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its funding office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loans or Commitments or (ii) such Lender changes its funding office, except in each case to the extent that, pursuant to Section 3.5, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its funding office, (c) Taxes attributable to such Recipient’s failure to comply with Section 3.5(g) and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Existing Credit Agreement” means the Credit Agreement, dated as of October 19, 2022, among Holdings, the Subsidiaries of Holdings party thereto, the lenders party thereto and BMO Bank, N.A., as agent, as in effect on the date hereof.

“Existing Term Lenders” means, collectively, JPMorgan Chase Bank N.A., Comvest Partners and MGG Investment Group.

“Expected Net Value” means (a) the gross unpaid amount of Eligible Accounts multiplied by (b) the percentage or percentages that the Administrative Agent deems necessary or appropriate, as adjusted from time to time, to reduce such Eligible Accounts (or any subset thereof) by payor class (e.g., Medicare, Medicaid, commercial insurance, etc.) based upon Borrowers’ actual or projected collection history, contractual allowances, returns, rebates, discounts, credits and other items that may result in the non-payment or diminution in value of Eligible Accounts minus (c) adjustments and reserves established and maintained from time to time by the Administrative Agent, including reserves for deferred revenue, unapplied cash and credit balances and reserves for retroactive settlements estimated to be due and owing to Governmental Authorities, payment plans with Governmental Authorities or other Third Party Payors, and similar matters.

“Extraordinary Advances” means, collectively, each Protective Advance and each Overadvance.

“Extraordinary Receipts” means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.5(b)(i)(A), (B) or (C)), including (a) foreign, United States, state or local tax refunds (but excluding amounts received in respect of employee retention credits), (b) proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost revenues), and (c) any purchase price adjustment (other than a working capital adjustment) received in connection with any purchase agreement in excess of \$250,000 in the aggregate in any Fiscal Year; provided, that “Extraordinary Receipts” shall not include any such cash to the extent such cash is otherwise included in the determination of Net Cash Proceeds with respect to any Casualty or Condemnation Event.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, a rate per annum (expressed as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (a) if the day for which such rate is to be determined 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, (b) if such rate is not so published for any day, the Federal Funds Effective Rate for such day shall be the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it and (c) if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

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

“Fee Letter” means the Fee Letter dated as of the Closing Date by and among the Borrowers and the Administrative Agent.

“Financial Covenants” means the covenants set forth in Section 7.12.

“Financial Officer” means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer or comptroller of such Person (or such other financial officer as is acceptable to the Administrative Agent).

“Fiscal Year” means the four fiscal quarter period of Holdings ending on December 31 of each calendar year.

“Flood Laws” means, collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Floor” means a rate of interest equal to 2.50%.

“Foreign Lender” means (a) if any Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if any Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

“Foreign Plan” means any employee pension benefit plan or arrangement (a) maintained or contributed to by any Loan Party or Subsidiary that is not subject to the laws of the United States, or (b) mandated by a government other than the United States for employees of any Loan Party or Subsidiary.

“Fund” means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its activities.

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

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any department, commission, board, bureau, agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or the European Central Bank), any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing) and any self-regulatory organization (including the National Association of Insurance Commissioners), including any agency, branch or other governmental body charged with the responsibility or vested with the authority to administer or enforce any Health Care Laws, including any Medicare or Medicaid contractors.

“Governmental Payor” means Medicare, Medicaid, TRICARE, CHAMPVA, any state health plan, incentive programs, or payment structures adopted pursuant to Title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.) or Title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.) or any other state

or federal health care program and any other Governmental Authority which presently or in the future maintains a healthcare insurance, payment or reimbursement program.

“Government Receivable” means any Account that is payable to a Borrower by a Governmental Payor.

“Guaranteed Obligations” has the meaning set forth in Article 11.

“Guarantees” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation, provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guaranteed” has a meaning analogous thereto. The amount of any Guarantee at any time shall be deemed to be an amount equal to the lesser at such time of (i) the stated or determinable amount of the primary obligation in respect of which such Guarantee is made (or, if not stated or determinable, the maximum reasonably anticipated amount of the obligations in respect of which such Guarantee is made) and (ii) the maximum amount for which the guarantor may be liable pursuant to the terms of the instrument embodying such Guarantee.

“Guarantors” means (a) Holdings, (b) Intermediate Holdco, (c) each Subsidiary of Select (other than any Borrower) that executes this Agreement on the Closing Date, and (d) each other Person that guarantees, pursuant to Section 6.12, 11.1 or otherwise all or any part of the Obligations.

“Hazardous Materials” means all substances, wastes, chemicals, pollutants, or other contaminants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, mold, infectious, pharmaceutical or medical wastes and all other substances of any nature that are now or hereafter regulated under any Environmental Law or are now or hereafter defined, listed, classified, considered or described as hazardous, dangerous or toxic by any Governmental Authority or under any Environmental Law.

“Health Care Laws” means all laws relating to the provision of health care or health care-adjacent goods and services, including (a) fraud and abuse (including the following statutes, as amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated from time to time thereunder: the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the Stark Law (42 U.S.C. § 1395nn); the civil False Claims Act (31 U.S.C. § 3729 et seq.); the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812); Sections 1320a-7 and 1320a-7a and 1320a-7b of Title 42 of the United States Code; and the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173)); (b) the licensure or regulation of healthcare providers, suppliers, professionals, facilities or payors; (c) patient health care; (d) quality, safety certification and accreditation standards and requirements; (e) HIPAA and other Privacy Laws; (f) certificates of operations and authority; (g) laws regulating the provision of free or discounted care or services; (h) Medicare, Medicaid, CHAMPVA, TRICARE or other Third Party Payor Programs; (i) the provision of, or payment for, health care services, items or supplies; (j) the billing, coding or submission of claims or collection of Accounts or refund of overpayments; (k) the practice of medicine and other health care professions or the organization of medical or professional

entities; (l) fee-splitting prohibitions; (m) charitable trusts or charitable solicitation laws; (n) health planning or rate-setting laws, including laws regarding certificates of need and certificates of exemption; and (o) any and all other applicable federal, state or local health care laws, rules, codes, statutes, regulations, manuals, orders, ordinances, statutes, policies, professional or ethical rules, administrative guidance and requirements, as the same may be amended, modified or supplemented from time to time, and any successors thereto.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), including the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164; and the HIPAA Security Standards, 45 C.F.R. Part 160 and Subparts A and C of Part 164).

“Holdings” has the meaning set forth in the Preamble.

“Indebtedness” of any Person means, without duplication:

- (a) all obligations of such Person for borrowed money;
- (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, including seller paper;
- (c) the maximum amount (after giving effect to any prior drawings or reductions which have been reimbursed) of all letters of credit (including standby and commercial), banker’s acceptances, bank guaranties, surety bonds, and similar instruments issued or created by or for the account of such Person;
- (d) the Swap Termination Value of each Swap Agreement (to the extent reflecting an amount owed by such Person or an amount that would be owing were such Swap Agreement terminated);
- (e) the Attributable Indebtedness of such Person in respect of Capitalized Lease Obligations, Synthetic Debt and Synthetic Lease Obligations of such Person (regardless of whether accounted for as indebtedness under GAAP);
- (f) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business which are paid within 90 days of their respective due dates);
- (g) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (h) all obligations of such Person in respect of Disqualified Equity Interests;
- (i) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted (e.g., take or pay obligations) or similar obligations and, without duplication, all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person;

(j) all Earn-Out Obligations valued based upon the amount thereof required to be recorded on the balance sheet of such Person prepared in accordance with GAAP; and

(k) all Guarantees by such Person of any of the foregoing.

The Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation, company, or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation, as determined by such Person in good faith.

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

“Indemnitee” has the meaning set forth in Section 10.3(b).

“Information” has the meaning set forth in Section 10.14(b).

“Intellectual Property” has the meaning set forth in the Security Agreement.

“Intercompany Note” means a promissory note in the form of Exhibit I evidencing Indebtedness among Holdings and its Subsidiaries.

“Intercompany Subordination Agreement” means that certain Intercompany Subordination Agreement, dated as of the Closing Date, by and among the Administrative Agent, the Loan Parties and their Subsidiaries from time to time party thereto, as amended, restated or otherwise modified from time to time pursuant to the terms thereof.

“Intercreditor Agreement” means that certain Intercreditor Agreement, dated as of the Closing Date, by and among the Administrative Agent, Term Agent and the Loan Parties, as amended, restated or otherwise modified from time to time pursuant to the terms thereof.

“Interest Payment Date” means (a) the first day of each month and (b) the Maturity Date.

“Intermediate Holdco” has the meaning set forth in the preamble to this Agreement.

“Inventory” means “inventory” as defined in Article 9 of the UCC.

“Investment” means, as to any Person, (a) any Acquisition by such Person, (b) any direct or indirect acquisition or investment by such Person in another Person, whether by means of the purchase or other acquisition of Equity Interests or debt or other securities of another Person (including any partnership or joint venture interest), or (c) any direct or indirect loan, advance or capital contribution to, or Guarantee with respect to any Indebtedness or other obligation of, such other Person. For purposes of covenant compliance, the amount of any Investment on any date of determination shall be, in the case of any Investment in the form of (i) a loan or an advance, the principal amount thereof outstanding on such date,

(ii) a Guarantee, the amount of such Guarantee as determined in accordance with the last sentence of the definition of such term, (iii) a transfer of Equity Interests or other property by the investor to the investee, including any such transfer in the form of a capital contribution, or the issuance of Equity Interests to such investor, the fair market value (as determined reasonably and in good faith by the chief financial officer of the Company) of such Equity Interests or other property as of the time of the transfer or issuance, without any adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment, and (iv) any Investment (other than any Investment referred to in clauses (i), (ii) or (iii) above) in the form of an Acquisition or a purchase or other acquisition for value of any evidences of Indebtedness or other securities of any other Person, the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus the cost of all additions, as of such date, thereto, and minus the amount, as of such date, of any portion of such Investment repaid to the investor in cash as a repayment of principal or a return of capital, as the case may be, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment.

“IRS” means the United States Internal Revenue Service.

“Key Person” means each of Neal Deutsch, Anna Gardina Wolfe and Michael Capstick, in each case, together with any such Person’s trusts, so long as any such trust is controlled by such Person. For purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of a trust, whether by contract or otherwise, including without limitation control over the voting of the equity interests owned directly or indirectly by such trust.

“Lenders” means (a) the financial institutions listed on Schedule 2.1 (other than any such financial institution that has ceased to be a party hereto pursuant to an Assignment and Assumption) and (b) any financial institution that has become a party hereto pursuant to an Assignment and Assumption.

“Licensed Personnel” means any Person (including any physician) involved in the delivery of health care or medical items, services or supplies, employed or retained by any Loan Party or any Subsidiary of any Loan Party.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, Capitalized Lease or title retention agreement relating to such asset, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Line Cap” means, at any time, the lesser of (a) the Revolving Credit Maximum Amount and (b) the Borrowing Base.

“Loan” means an extension of credit by a Lender to the Borrowers under Article 2 in the form of a Revolving Loan.

“Loan Documents” means, collectively, this Agreement (including the Loan Guaranty), the Notes, the Fee Letter, the Intercompany Note, the Intercreditor Agreement, the Collateral Documents, the Intercompany Subordination Agreement and each other document entered into in connection herewith.

“Loan Guaranty” means Article 11 of this Agreement.

“Loan Parties” means, collectively, (a) each Borrower and (b) each Guarantor.

“Mandatory Prepayment Casualty or Condemnation Event” means any Casualty or Condemnation Event, other than any individual Casualty or Condemnation Event, or series of related Casualty or Condemnation Events, the cash proceeds of which do not exceed \$250,000.

“Mandatory Prepayment Debt Incurrence” means the incurrence of any Indebtedness by any Loan Party or any of its Subsidiaries (other than Indebtedness permitted by Section 7.1).

“Mandatory Prepayment Disposition” means any Disposition made by a Loan Party or any of its Subsidiaries (other than a Disposition permitted under Section 7.5 (other than pursuant to clauses (a), (g) and (i) thereof)), other than any individual Disposition, or series of related Dispositions, the cash proceeds of which do not exceed \$250,000.

“Mandatory Prepayment Equity Issuance” means the issuance of any Equity Interest by any Loan Party or any of its Subsidiaries, or the receipt by an Loan Party or any of its Subsidiaries of any capital contribution, other than (a) Equity Interests issued pursuant to employee stock plans, employee compensation plans or employee incentive arrangements or contributed to pension funds, (b) Equity Interests issued to Holdings or any of its Subsidiaries, and (c) Equity Interests issued as consideration for any joint venture arrangement permitted under this Agreement.

“Margin Stock” has the meaning set forth in Regulation U.

“Master Agreement” has the meaning set forth in the definition of “Swap Agreement.”

“Material Adverse Effect” means a material adverse effect on (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties taken as a whole, (b) the legality, validity or enforceability of any Loan Document, (c) the ability of any Loan Party to perform any of its obligations under any Loan Document, (d) the rights of or remedies available to the Credit Parties under any Loan Document or (e) the validity, perfection, priority or enforceability of the Administrative Agent’s Liens with respect to Collateral having a fair market value in excess of \$2,500,000.

“Material Indebtedness” means, as of any date, any Indebtedness (other than Indebtedness under the Loan Documents) or obligations in respect of one or more Swap Agreements, of any one or more of the Loan Parties or any of their Subsidiaries in an aggregate principal amount exceeding the Threshold Amount. For purposes of determining Material Indebtedness, the “principal amount” of the obligations in respect of any Swap Agreement at any time shall be its Swap Termination Value. For the avoidance of doubt, “Material Indebtedness” shall include the Term Loan Debt.

“Maturity Date” means the earlier of (a) the fifth anniversary of the Closing Date and (b) 90 days prior to the maturity of any Material Indebtedness, provided that, in each case, if such day is not a Business Day, the Maturity Date shall be the Business Day immediately preceding such day.

“Medicaid” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or requirements pertaining to such program, including (a) all federal statutes affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“Medicare” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.) or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders, administrative, reimbursement and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgage Requirement” has the meaning set forth on Schedule 1.1(b).

“Mortgages” means mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, modifications and other collateral documents delivered pursuant to Section 6.12, each in form and substance reasonably satisfactory to the Administrative Agent.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds” means, with respect to any (a) Mandatory Prepayment Disposition or Mandatory Prepayment Casualty or Condemnation Event by any Loan Party or any of its Subsidiaries, the cash proceeds (including cash proceeds subsequently received (as and when received) in respect of non-cash consideration initially received and including all insurance settlements and condemnation awards from any single event or series of related events) net of the sum, without duplication, of (i) transaction expenses (including reasonable broker’s fees or commissions, legal fees, accounting fees, investment banking fees and other professional fees, transfer and similar taxes, the Borrower Agent’s good faith estimate of income taxes paid or payable in connection with the receipt of such cash proceeds and, to the extent applicable, any Permitted Tax Distributions), (ii) amounts set aside as a reserve, in accordance with GAAP, including pursuant to any escrow arrangement, against any liabilities under any indemnification obligations associated with such Mandatory Prepayment Disposition (provided that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds), (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by a Lien on the asset sold in such Mandatory Prepayment Disposition which is senior in priority to the Liens securing Obligations and is required to be repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such asset), and (b) with respect to any Mandatory Prepayment Debt Incurrence or Mandatory Prepayment Equity Issuance, the cash proceeds thereof, net of all taxes (including, to the extent applicable, any Permitted Tax Distributions) and customary fees, commissions, costs and other expenses (including reasonable broker’s fees or commissions, legal fees, accounting fees, investment banking fees and other professional fees, and discounts and commissions) incurred in connection therewith.

“New York Professional Corporations” means, collectively, Select PT, OT & SLP Rehabilitation NY, PLLC, NPort Registered Nursing, Physical and Occupational Therapy and Speech-Language Pathology Services, PLLC, and Physical and Occupational Therapy and Speech-Language Pathology Services, PLLC, in each case organized under the laws of New York State.

“Non-Compliant PayPlan Payor” means a customer of a Loan Party on a designated payment plan who is not in good standing in relation to the terms of such plan as of the last day of the immediately preceding month as reported pursuant to Section 6.15(a).

“Non-Consenting Lender” means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all or all affected Lenders in accordance with the terms of Section 10.2 and (b) has been approved by the Required Lenders.

“Non-Defaulting Lender” means, at any time, each Lender that is not a Defaulting Lender at such time.

“Non-Loan Party Subsidiary” means any Subsidiary of Holdings that is not a Loan Party.

“Notes” means, collectively, the Revolving Loan Notes.

“Noticed Cash Management Obligations” means all Secured Cash Management Obligations that are owed to a Lender or an Affiliate of a Lender and such Person has executed and delivered a Secured Obligation Designation Notice to the Administrative Agent.

“Noticed Swap Agreement Obligations” means all Secured Swap Agreement Obligations that is with a counterparty that is a Lender or an Affiliate of a Lender and such counterparty has executed and delivered a Secured Obligation Designation Notice to the Administrative Agent.

“Obligations” means the due and punctual payment and performance of all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party under or pursuant to each of the Loan Documents or otherwise with respect to any Loan, including, without limitation all principal, interest, fees and other amounts payable under the Loan Documents, and all costs and expenses incurred in connection with enforcement and collection of the foregoing, including the fees, charges and disbursements of counsel, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, and including interest, expenses and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, expenses and fees are allowed claims in such proceeding, and further including, without limitation, all Secured Cash Management Obligations and Secured Swap Agreement Obligations.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto.

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

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

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.6(b)).

“Overadvance” has the meaning set forth Section 2.2(e).

“Participant” has the meaning set forth in Section 10.4(d).

“Participant Register” has the meaning set forth in Section 10.4(d).

“Patent Security Agreement” has the meaning set forth in the Security Agreement.

“Payment Recipient” has the meaning set forth in Section 11.14.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Pension Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 or Section 430 of the Code or Section 302 or Section 303 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Perfection Certificate” means a perfection certificate in a form acceptable to the Administrative Agent.

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

“Permit” means any permit, approval, authorization, certification, license, consent, enrollment, exemption, grant, franchise, variance, registration, accreditation, contract or permission required from, issued or granted by or entered into with a Governmental Authority under any applicable laws or any accrediting organization, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject, including all of the foregoing issued or required under applicable Health Care Laws.

“Permitted Discretion” means a determination made by the Administrative Agent in its commercially reasonable credit or business judgment (from the perspective of a secured asset-based lender) exercised in good faith.

“Permitted Encumbrances” means:

(a) Liens imposed by law for taxes, assessments or other governmental charges that are not yet due or are being Properly Contested, provided that enforcement of such Liens is stayed pending such contest, and that do not have priority over the Administrative Agent’s Liens;

(b) landlords’, vendors’, carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being Properly Contested, provided that enforcement of

such Liens is stayed pending such contest, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts (other than contracts for the payment of money), leases (other than Capitalized Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business and only to the extent such deposits secure obligations not past due;

(e) judgment liens (other than for payment of taxes, assessments or other governmental charges) in respect of judgments that do not constitute an Event of Default under Section 8.1(j);

(f) easements, zoning restrictions, rights of way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligation and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Loan Parties and their respective Subsidiaries;

(g) any interest or title of a licensor, sublicensor, lessor or sublessor with respect to any assets under any non-exclusive license or lease agreement entered into in the ordinary course of business, provided that the same do not in any material respect interfere with the business of the Loan Parties or their Subsidiaries or materially detract from the value of the relevant assets of the Loan Parties or its Subsidiaries;

(h) non-exclusive licenses, sublicenses, leases or subleases with respect to any assets granted to third Persons in the ordinary course of business, provided that the same do not in any material respect interfere with the business of the Loan Parties or their Subsidiaries or materially detract from the value of the relevant assets of the Loan Parties or their Subsidiaries;

(i) customary rights of set off, bankers' liens, refunds or charge backs, under deposit agreements, the Uniform Commercial Code or common law, of banks or other financial institutions where any Loan Party or any of such Loan Party's Subsidiaries maintains deposits (other than deposits intended as cash collateral) in the ordinary course of business;

(j) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP; and

(k) Liens in favor of collecting banks arising under Section 4-210 of the Uniform Commercial Code;

provided that the term "Permitted Encumbrance" shall not include any Lien securing Indebtedness for borrower money.

"Permitted Tax Distributions" means, for each fiscal quarter (or portion thereof) of a Fiscal Year, a cash distribution by Holdings to the holders of its Equity Interests in an amount equal to the product of (i) the taxable net income reportable by Holdings for income tax purposes during such fiscal quarter (or portion thereof), times (ii) the highest combined marginal federal, state, and local income tax rate (for

clarification, excluding self-employment and similar taxes) that is applicable to a holder of the Equity Interests of Holdings. With respect to any fiscal quarter in which Holdings' federal reportable taxable net income is zero or a net loss (i) the Permitted Tax Distribution for such fiscal quarter shall be zero, and (ii) any such net loss shall reduce otherwise reportable taxable net income in subsequent fiscal quarters (whether in the same or a later calendar year) until all such net losses have been fully recouped by such reductions. If, upon the calculation of the annual reportable taxable net income or loss for any Fiscal Year of Holdings, the aggregate Permitted Tax Distributions based on such annual reportable taxable net income or loss exceeds the aggregate Permitted Tax Distribution actually made with respect to such Fiscal Year, then the amount of Permitted Tax Distributions otherwise permitted for subsequent fiscal quarters shall be reduced by the amount of such excess until all such excess amounts have been recouped by such reductions.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prime Rate" means the U.S. prime rate as shown in the Eastern Edition of The Wall Street Journal on such day, or, if such day is not a Business Day, on the immediately preceding Business Day (and, if the Eastern Edition of The Wall Street Journal for any reason ceases to publish a U.S. prime rate, then the Prime Rate shall be such prime rate as published from time to time in any other publication or reference source designated by the Administrative Agent in its discretion); provided, that the prime rate is a reference rate and does not necessarily represent the best or lowest rate charged by any Lender.

"Privacy Laws" means, collectively, HIPAA and each state, local or other law regulating the privacy or security of individually identifiable information, including state laws providing for notification of breach of privacy or security of individually identifiable information, in each case as amended, modified or supplemented from time to time, and together with all successor statutes thereto and all rules and regulations promulgated from time to time thereunder.

"Proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, case, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, regulatory, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Properly Contested" means, with respect to any matter, that such matter is being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

"Protective Advance" has the meaning set forth in Section 2.2(e).

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

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

"QFC Credit Support" has the meaning set forth in Section 10.20.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Loan Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations

promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Real Property” means, collectively, all right, title and interest in and to any and all parcels of or interests in real property owned or leased by any 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 thereof.

“Recipient” means the Administrative Agent or any Lender, as applicable.

“Refinancing Indebtedness” means Indebtedness of any Loan Party or its Subsidiaries arising after the Closing Date issued in exchange for, or the proceeds of which are used to extend, refinance, refund, replace, renew, continue or substitute for other Indebtedness (such extended, refinanced, refunded, replaced, renewed, continued or substituted Indebtedness, the “Refinanced Obligations”); provided that (a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of the Refinanced Obligations (plus any interest capitalized in connection with such Refinanced Obligations, the amount of prepayment premium, if any, original issue discount, if any, and reasonable fees, costs, and expenses incurred in connection therewith), (b) such Refinancing Indebtedness shall have a final maturity that is no earlier than the final maturity date of such Refinanced Obligations, (c) such Refinancing Indebtedness shall have a Weighted Average Life to Maturity not less than the weighted average life to maturity of the Refinanced Obligations, (d) such Refinancing Indebtedness shall rank in right of payment no more senior than, and be subordinated (if subordinated) to the Obligations on terms not materially less favorable to the Secured Parties than the Refinanced Obligations, (e) as of the date of incurring such Refinancing Indebtedness and after giving effect thereto, no Event of Default shall exist or have occurred and be continuing, (f) if the Refinanced Obligations or any Guarantees thereof are unsecured, such Refinancing Indebtedness and any Guarantees thereof shall be unsecured, (g) if the Refinanced Obligations or any Guarantees thereof are secured, (1) such Refinancing Indebtedness and any Guarantees thereof shall be secured by substantially the same or less collateral as secured such Refinanced Obligations or any Guarantees thereof, on terms not materially less favorable to the Secured Parties and (2) the Liens to secure such Refinancing Indebtedness shall not have a priority more senior than the Liens securing the Refinanced Obligations and if subordinated to any other Liens on such property, shall be subordinated to the Administrative Agent’s Liens on terms and conditions not materially less favorable to the Secured Parties, (h) the obligors in respect of the Refinanced Obligations immediately prior to such refinancing, refunding, extending, renewing, continuing, substituting or replacing thereof shall be the only obligors on such Refinancing Indebtedness, and (i) the terms and conditions (excluding as to pricing, premiums and optional prepayment or redemption provisions) of any such Refinancing Indebtedness are not materially less favorable to the Loan Parties than the terms and conditions of the Refinanced Obligations.

“Register” has the meaning set forth in Section 10.4(c).

“Regulation D” means Regulation D of the Board.

“Regulation T, U or X” means Regulation T, U or X, respectively, of the Board.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, members, directors, officers, employees, agents, trustees, administrators, managers, advisors, attorneys-in-fact and representatives of such Person and of such Person’s Affiliates.

“Release” means any actual or threatened releasing, spilling, leaking, pumping, pouring, leaching, seeping, emitting, migration, emptying, discharging, injecting, escaping, depositing, disposing, or dumping

of Hazardous Materials into the indoor or outdoor environment, including the movement of any Hazardous Material through the air, soil, surface water, groundwater or property and any other conditions resulting in potential or actual human exposure to Hazardous Materials within a structure.

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

“Removal Effective Date” has the meaning set forth in Section 9.6(b).

“Required Lenders” means, at any time, Lenders having Total Credit Exposures representing more than 50% of the Total Credit Exposures of all Lenders; provided that if there are two or more Lenders (other than Defaulting Lenders) that are not Affiliates, then at least two Lenders (other than Defaulting Lenders) that are not Affiliates shall be required to constitute Required Lenders. The Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

“Reserves” means reserves in such amounts, and with respect to such matters, as the Administrative Agent shall deem necessary or appropriate in its Permitted Discretion, to establish and maintain against the Borrowing Base or the Revolving Credit Maximum Amount, including with respect to (i) price adjustments, damages, unearned discounts, returned products or other matters for which credit memoranda are issued in the ordinary course of any Loan Party’s business; (ii) [reserved]; (iii) [reserved]; (iv) [reserved]; (v) other sums that any Loan Party or its Subsidiaries are required to pay under any provision of this Agreement; (vi) amounts owing by any Loan Party to any Person to the extent secured by a Lien on, or trust over, any property of any Loan Party; (vii) Administrative Agent’s reasonable estimate of amounts owing by any Loan Party in connection with Cash Management Obligations and/or Swap Agreement Obligations; (viii) [reserved]; and (ix) such other specific events, conditions or contingencies as to which the Administrative Agent, in its Permitted Discretion, determines reserves should be established from time to time hereunder.

“Resignation Effective Date” has the meaning set forth in Section 9.6(a).

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

“Responsible Officer” means the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer, or other similar officer of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means, as to any Person, (a) any dividend or other distribution by such Person (whether in cash, securities or other property) with respect to any Equity Interests of such Person, (b) any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the holders of Equity Interests of such Person, (c) the acquisition for value by such Person of any Equity Interests issued by such Person or any other Person that Controls such Person, and (d) with respect to clauses (a) through (c), any transaction that has a substantially similar effect.

“Revolving Borrowing” means a Borrowing consisting of Revolving Loans.

“Revolving Commitment” means, with respect to each Revolving Lender, the commitment hereunder of such Revolving Lender to make Revolving Loans in an aggregate outstanding amount not exceeding the amount of such Revolving Lender’s Revolving Commitment as set forth on Schedule 2.1 or in the Assignment and Assumption pursuant to which such Revolving Lender shall have assumed its Revolving Commitment in accordance with Section 10.4(b), as applicable, as such Revolving Commitment may be adjusted from time to time pursuant to Section 2.3 or Section 2.8 or pursuant to assignments by or to such Revolving Lender pursuant to Section 10.4.

“Revolving Credit Maximum Amount” means the aggregate amount of the Revolving Commitments at any time, as such amount may be increased or reduced from time to time pursuant to the terms hereof. The initial Revolving Credit Maximum Amount on the Closing Date is \$55,000,000, which Revolving Credit Maximum Amount shall be reduced to \$50,000,000 at 12:00 noon on September 30, 2025.

“Revolving Exposure” means, as to any Lender at any time, the sum of the outstanding principal amount of its Revolving Loans.

“Revolving Lender” means a Lender having a Revolving Commitment or, if the Revolving Commitments have expired or terminated, having Revolving Exposure.

“Revolving Loan” means a loan referred to in Section 2.1(a) and made pursuant to Section 2.2.

“Revolving Loan Note” means with respect to a Revolving Lender, a promissory note evidencing the Revolving Loans of such Lender payable to the order of such Lender substantially in the form of Exhibit D-1.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc.

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

“Sanctioned Country” means any country, territory or region which is itself the subject or target of any comprehensive Sanctions (which may include the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea region of Ukraine, Cuba, Iran, North Korea, Darfur, South Sudan and Syria).

“Sanctioned Person” means (a) any Person or group listed in any Sanctions related list of designated Persons maintained by OFAC, including the List of Specially Designated Nationals and Blocked Persons, or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person subject to any law that would prohibit all or substantially all financial or other transactions with that Person or would require that assets of that Person that come into the possession of a third-party be blocked (c) any legal entity organized or domiciled in a Sanctioned Country, (d) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, (e) any natural person ordinarily resident in a Sanctioned Country, or (f) any Person 50% or more owned, directly or indirectly, individually or in the aggregate by any of the above.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S.

Department of State or (b) the United Nations Security Council, the European Union or any European Union member state, Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"Secured Cash Management Obligations" means all obligations of the Loan Parties in respect of any Cash Management Services provided to any Loan Party or its Subsidiaries (whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) that are (a) owed to the Administrative Agent or any of its Affiliates or (b) owed to a Lender or an Affiliate of a Lender.

"Secured Obligation Designation Notice" means a notice substantially in the form of Exhibit H executed and delivered to the Administrative Agent by a counterparty (other than the Administrative Agent and its Affiliates) to a Swap Agreement or an agreement to provide Cash Management Services in order that the obligations in respect thereof constitute Noticed Swap Agreement Obligations or Noticed Cash Management Obligations.

"Secured Parties" means, collectively, (a) the Administrative Agent, (b) each Lender, (c) each Person to whom any Secured Cash Management Obligations are owed, (d) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Agreement Obligations, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (f) the permitted successors and assigns of each of the foregoing.

"Secured Swap Agreement Obligations" means all obligations of the Loan Parties under each Swap Agreement to which any Loan Party or its Subsidiary is a party and that (a) is with a counterparty that is the Administrative Agent or any of its Affiliates or (b) is with a counterparty that is a Lender or an Affiliate of a Lender, provided that Secured Swap Agreement Obligations shall not include, with respect to any Guarantor, Excluded Swap Obligations of such Guarantor.

"Security Agreement" means the Pledge and Security Agreement, dated as of the Closing Date, among the Loan Parties and the Administrative Agent.

"Segregated Governmental Account" means a deposit account of a Loan Party maintained in accordance with the requirements of 42 CFR § 424.80 and Section 6.14, the only funds on deposit in which constitute the direct proceeds of payments on Accounts made by Governmental Payors.

"Service Date" means the date on which the episode of care commenced or in which goods or the services giving rise to the corresponding Account were rendered or provided.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Borrowing" means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"SOFR Loan" means a Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (c) of the definition of "Alternate Base Rate").

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the present assets of such Person and its Subsidiaries, taken as a whole, is not less than the sum of the debt (including contingent liabilities) of such Person and its Subsidiaries, taken as

a whole, (b) the present fair salable value of the assets of such Person and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of such Person and its Subsidiaries, taken as a whole, on their debts as they become absolute and matured, (c) the capital of such Person and its Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of such Person or its Subsidiaries, taken as a whole, contemplated as of such date and (d) such Person and its Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business.

“Specified Subsidiary” means each of Salt Lake Physical Therapy Associates, LLC, a Utah limited liability company, and The Therapy Group, LLC, a Louisiana limited liability company.

“Subordinated Debt” means Indebtedness incurred by a Loan Party that is subordinated in right of payment to the prior payment of the Obligations of such Loan Party and contains subordination and other terms reasonably acceptable to the Administrative Agent.

“Subsidiary” means, with respect to any Person, as of any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of such Person in such Person’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power is or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by such Person or one or more subsidiaries of such Person. References to a Subsidiary shall mean a Subsidiary of Holdings unless the context expressly provides otherwise.

“Subsidiary Joinder Agreement” means a Subsidiary Joinder Agreement, substantially in the form of Exhibit F, pursuant to which a Subsidiary becomes a party to this Agreement, to the Security Agreement and to each other applicable Loan Document.

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

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s)

determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Agreements (which may include a Lender or any Affiliate of a Lender).

“Sweep Agreement” means, with respect to any Segregated Governmental Account, a deposit account instructions and servicing agreement, governmental depository agreement or similar agreement among the Administrative Agent, the applicable bank maintaining the Segregated Governmental Account, any holder of any junior Lien therein (or any representative therefor) and the Loan Party maintaining the applicable deposit account, in form and substance reasonably acceptable to the Administrative Agent, which agreement shall provide for a sweep pursuant to the instructions of the applicable Loan Party, on a daily basis, of all collected and available amounts deposited therein to a Controlled Account.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing but are not otherwise included in the definition of “Indebtedness” or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP).

“Synthetic Lease Obligation” means the monetary obligation of a Person at any time of determination under (a) a so called synthetic, off balance sheet or tax retention lease, or (b) an agreement for the use or possession of property, in each case, creating obligations that do not appear on the balance sheet of such Person but which could be characterized as the indebtedness of such Person (without regard to accounting treatment) (other than operating leases arising as a result of Sale Leaseback transactions).

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Agent” means the “Term Loan Agent” as defined in the Intercreditor Agreement.

“Term Lenders” means each lender party to the Term Loan Agreement.

“Term Loan Agreement” means the “Term Loan Credit Agreement” as defined in the Intercreditor Agreement.

“Term Loan Debt” means the “Term Loan Obligations” as defined in the Intercreditor Agreement.

“Term Loan Documents” means (a) the Term Loan Agreement and (b) each other agreement, document or instrument evidencing or securing any of the Term Loan Debt arising under the Term Loan Agreement, in each case, as the same may be amended, restated, supplemented or otherwise modified in accordance with the Intercreditor Agreement.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the relevant Determination Date, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for a tenor of one

month has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for one month as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for one month was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for a tenor of one month has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for one month as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for one month was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

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

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

“Termination Date” means the date upon which all Commitments have terminated and the Loans and all other Obligations (other than contingent indemnification and expense reimbursement obligations, in each case, for which no claims have been asserted or amounts requested to be paid), have been paid in full in cash.

“Third Party Payor” means any Governmental Payor and any other Person (other than a natural Person) which presently or in the future maintains Third Party Payor Programs (including private insurers and managed care plans).

“Third Party Payor Authorizations” means all participation, provider or supplier agreements, enrollments, accreditations and billing numbers necessary to participate in and receive reimbursement from a Third Party Payor Program (including all Medicare and Medicaid participation agreements).

“Third Party Payor Programs” means all payment or other reimbursement programs sponsored or maintained by any Third Party Payor in which any Loan Party, any Subsidiary of a Loan Party participates.

“Threshold Amount” means \$2,500,000.

“Total Credit Exposure” means, as to any Lender at any time, the unused Commitments, Revolving Exposure of such Lender at such time.

“Total Revolving Outstandings” means at any time, the aggregate outstanding principal amount of all Revolving Loans at such time.

“Trademark Security Agreement” has the meaning set forth in the Security Agreement.

“Transaction Expenses” means any fees or expenses incurred or paid by Holdings, the Borrowers, or any Subsidiary in connection with the Transactions, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby in connection therewith.

“Transactions” means (a) the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party, (b) the borrowing of the Loans on the Closing Date, (c) the refinancing of certain existing Indebtedness of the Borrowers on the Closing Date, (d) the execution, delivery and performance by Loan Parties of the Term Loan Agreement, and (e) the payment of Transaction Expenses in connection therewith.

“TRICARE” means, collectively, a program of medical benefits covering former and active members of the uniformed services and certain of their dependents, financed and administered by the United States Departments of Defense, Health and Human Services and Transportation, and all laws applicable to such programs.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Ultimate Parent” means Select Sapphire LLC, a Delaware limited liability company.

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

“Uniform Commercial Code” or “UCC” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “Uniform Commercial Code” or “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

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

“Unused Line Fee” has the meaning set forth in Section 3.2(a).

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association (or any successor thereto), recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Section 2.2(a) such day is also a Business Day.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 3.5(g)(v).

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

“Wingspire” means Wingspire Capital LLC, a Delaware limited liability company.

“Withdrawal Liability” means a liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Withholding Agent” means any Loan Party and the Administrative Agent.

“Write-Down and Conversion Powers” means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in the other Loan Documents), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles,

Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein may be made by using either the common or public name thereof or a specific cite reference and shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, any successor law or regulation and, with respect to any law, any regulations promulgated thereunder, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations (or words of like import) shall mean (i) the payment or repayment in full in immediately available funds of (x) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of the applicable prepayment premium (if any) pursuant to Section 2.5(e), (y) all costs and expenses payable by the Loan Parties to the Administrative Agent or any Lender pursuant to the Loan Documents and that have accrued and are unpaid regardless of whether demand has been made therefor, (z) all fees or charges that have accrued hereunder or under any other Loan Document and are unpaid, (ii) the payment or repayment in full in immediately available funds of all other outstanding Obligations (other than contingent indemnification and expense reimbursement obligations, in each case, for which no claims have been asserted or amounts requested to be paid) and (iii) the termination in writing of all of the Commitments of the Lenders. The phrase “applicable law” includes all laws, rules, regulations and governmental guidelines applicable to the Person or matter in question, including statutory law, common law and equitable principles, as well as provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities, including all Health Care Laws.

Section 1.3 Accounting Terms; GAAP.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the audited financial statements specified in Section 4.1(m), except as otherwise specifically prescribed herein.

(b) [Reserved].

(c) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower Agent or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower Agent shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower Agent shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein, and the determination of Indebtedness hereunder, shall be made without giving effect to Financial Accounting Standards Board (FASB) Standard ASC 842 (Leases) (or any other applicable financial accounting standard having a similar result or effect) and related interpretations, in each case, to the extent any lease (or similar arrangement conveying the right to use) would be required to be treated as a capital

lease thereunder where such lease (or similar arrangement) would have been treated as an operating lease under GAAP as in effect immediately prior to the effectiveness of the ASC 842.

Section 1.4 Rounding. Any financial ratios or other calculations, unless otherwise specified, required to be maintained by the Loan Parties pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or calculation is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.5 References to Time. Unless the context otherwise requires, references to a time shall refer to Eastern Standard Time or Eastern Daylight Savings Time, as applicable. Whenever any action or delivery to be taken or made under this Agreement or any other Loan Document shall be stated to be due on a day other than a Business Day, such action or delivery shall be deemed to be due on the next succeeding Business Day.

Section 1.6 Resolution of Drafting Ambiguities. Each Loan Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof and thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 1.7 Interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.3(b), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR, or any other Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, and such transactions may be adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Loan Party, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.8 Divisions. For all purposes under the Loan Documents, in connection with Division: (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.

Section 1.9 Status of Obligations. In the event that any Loan Party shall at any time issue or have outstanding any Subordinated Debt, the Borrowers shall take or cause each other Loan Party to take

all such actions as shall be necessary to cause the Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Debt and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Debt. Without limiting the foregoing, the Obligations are hereby designated as “senior indebtedness” and as “designated senior indebtedness” and words of similar import under and in respect of the Subordinated Debt Documents under which such Subordinated Debt is issued and are further given all such other designations as shall be required under the terms of any such Subordinated Debt in order that the Administrative Agent and the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Debt.

ARTICLE 2

THE CREDITS

Section 2.1 Commitments.

(a) Revolving Commitments. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Revolving Lender agrees, severally and not jointly, to make Revolving Loans to the Borrowers in Dollars from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Revolving Lender’s Revolving Exposure exceeding such Revolving Lender’s Revolving Commitment and (ii) the Total Revolving Outstandings exceeding the Line Cap (other than any Overadvances or Protective Advances to the extent permitted hereunder). Within the foregoing limits and subject to the terms and conditions set forth herein, during the Availability Period, the Borrowers may borrow, prepay and reborrow Revolving Loans.

(b) [Reserved.]

(c) Anything to the contrary in this Section 2.1 notwithstanding, the Administrative Agent shall have the right (but not the obligation) at any time, in the exercise of its Permitted Discretion, to establish and increase or decrease Reserves against the Borrowing Base or the Revolving Credit Maximum Amount.

Section 2.2 Borrowings of Revolving Loans.

(a) Each Revolving Borrowing shall be made upon the Borrower Agent’s irrevocable notice to the Administrative Agent. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. on the date of the proposed Borrowing; provided, that any such notice for a Revolving Borrowing in a principal amount equal to or greater than \$5,000,000 must be received by the Administrative Agent not later than 11:00 a.m. one U.S. Government Securities Business Day before the date of the proposed Borrowing.

(b) Each notice by the Borrower Agent pursuant to Section 2.2(a) shall be made by submitting such request by ABLSoft (or, if requested by the Administrative Agent, by delivering, in writing or by an Approved Electronic Communication, a Borrowing Request in the form of Exhibit C) (each such request, a “Borrowing Request”), appropriately completed and signed by a Responsible Officer of the Borrower Agent. Each Borrowing of Revolving Loans shall be in a minimum principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Borrowing Request shall specify (A) the requested date of the Borrowing (which shall be a Business Day) and (B) the principal amount of Loans to be borrowed.

(c) Following receipt of a Borrowing Request, the Administrative Agent shall promptly notify each Revolving Lender of the amount of its Applicable Percentage of the requested Revolving Loans, and each Revolving Lender shall make the amount of its Revolving Loan available to the Administrative Agent, by transfer in immediately available funds to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders, not later than 1:00 p.m. on the Business Day specified in the applicable Borrowing Request. Upon satisfaction or waiver of the applicable conditions set forth in Section 4.2 (and, if such Borrowing is the initial Revolving Loan hereunder, Section 4.1), the Administrative Agent shall make all funds so received available to the Borrowers in like funds as received by transfer to the Designated Account.

(d) The failure of any Revolving Lender to make any Revolving Loan required to be made by it shall not relieve any other Revolving Lender of its obligations hereunder, provided that the Commitments of the Lenders are several, and no Lender shall be responsible for any other Lender's failure to make Revolving Loans as required.

(e) Notwithstanding anything herein to the contrary, (i) the Borrower Agent may request, and the Administrative Agent may, in its sole and absolute discretion, make, Revolving Loans to the Borrowers (such Loan or Loans being herein referred to individually as an "Overadvance" and collectively, as "Overadvances") or (ii) the Administrative Agent may, in its sole discretion, make Revolving Loans, on behalf of the Revolving Lenders, if Administrative Agent, in its Permitted Discretion, deems that such Revolving Loans are necessary or desirable (A) to protect or preserve all or any portion of the Collateral, (B) to enhance the likelihood, or maximize the amount of, repayment of the Obligations, or (C) to pay any other amount chargeable to the Borrowers pursuant to this Agreement, (such Loan or Loans being herein referred to individually as a "Protective Advance" and collectively, as "Protective Advances") in each case of the foregoing regardless of whether the conditions precedent set forth in Section 4.2 may be satisfied with respect to such Borrowing. All Extraordinary Advances shall be repaid on demand, shall be secured by the Collateral and shall bear interest as provided in this Agreement for Revolving Loans generally, except that each Extraordinary Advance shall be deemed a Base Rate Loan. Any Extraordinary Advances made pursuant to the terms hereof shall be made by all Revolving Lenders ratably in accordance with their respective Applicable Percentages.

Section 2.3 Termination and Reduction of Commitments.

(a) Unless previously terminated, the Revolving Commitments shall terminate on the last day of the Availability Period.

(b) Subject to Section 2.5(b)(vi), the Borrowers may at any time terminate, or from time to time reduce, the Revolving Commitments, provided that the Borrowers shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment or repayment of the Revolving Loans in accordance with Section 2.5, the sum of the Revolving Exposures of all Revolving Lenders would exceed the aggregate Revolving Commitments; provided, except in connection with a termination of the entire Revolving Commitment, no such reduction shall reduce the aggregate Revolving Commitments to an amount less than \$20,000,000. Any such termination or reduction of the Revolving Commitments shall be subject to Section 2.5(e). If at any time, as a result of such a partial reduction or termination as provided in this Section 2.3(b), the Revolving Exposure of all Lenders would exceed the aggregate Revolving Commitments, then the Borrowers shall on the date of such reduction or termination of Revolving Commitments, repay or prepay Revolving Loans in an aggregate amount equal to such excess.

(c) [Reserved.]

(d) [Reserved.]

(e) The Borrower Agent shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower Agent pursuant to this Section shall be irrevocable, provided that a notice of termination of the Revolving Commitments may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Agent (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied subject to the Borrowers' obligation to indemnify the Lenders pursuant to Section 3.5. Each reduction, and any termination, of the Revolving Commitments shall be permanent and each reduction of the Revolving Commitments shall be made ratably among the Revolving Lenders in accordance with their respective Revolving Commitments.

Section 2.4 Repayment of Loans; Evidence of Debt.

(a) Payment at Maturity. Each Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan together with all accrued interest thereon on the earlier of the Maturity Date and, if different, the date of the termination of the Revolving Commitments in accordance with the provisions of this Agreement.

(b) [Reserved.]

(c) Notes. Any Lender may request through the Administrative Agent that Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall execute and deliver to, in the case of a Revolving Lender, a Revolving Loan Note. In addition, if requested by a Lender, its Note(s) may be made payable to such Lender and its registered assigns in which case all Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 10.4) be represented by one or more Notes in like form payable to the order of the payee named therein and its registered assigns.

(d) Lender Records. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan owing to such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(e) Register. Entries made in good faith by the Administrative Agent in the Register pursuant to Section 10.4(c), and by each Lender in its account or accounts pursuant to Section 2.4(d), shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from the Borrowers to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement, absent manifest error; provided, however, that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrowers under this Agreement.

Section 2.5 Prepayments.

(a) Optional Prepayments. During the Availability Period, Revolving Loans may be borrowed, repaid and prepaid, and reborrowed, in each case on the terms and conditions set forth in this Agreement.

(b) Mandatory Prepayments.

(i) Net Cash Proceeds.

(A) Dispositions. In the event that any Loan Party or any of its Subsidiaries receives Net Cash Proceeds in respect of any Mandatory Prepayment Disposition, then, substantially simultaneously with (and in any event not later than the third Business Day next following) the receipt of such Net Cash Proceeds, the Borrowers shall prepay the Obligations in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(B) Debt Incurrences and Equity Issuances. In the event that any Loan Party or any of its Subsidiaries receives Net Cash Proceeds in respect of any Mandatory Prepayment Debt Incurrence or Mandatory Prepayment Equity Issuance, then, substantially simultaneously with the receipt of such Net Cash Proceeds, the Borrowers shall prepay the Obligations in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(C) Casualty or Condemnation Events. In the event that any Loan Party or any of its Subsidiaries receives Net Cash Proceeds in respect of any Mandatory Prepayment Casualty or Condemnation Event, then, substantially simultaneously with (and in any event not later than the third Business Day next following) the receipt of such Net Cash Proceeds, the Borrowers shall prepay the Obligations in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(D) Extraordinary Receipts. In the event that any Loan Party or any of its Subsidiaries receives any Extraordinary Receipts, then, substantially simultaneously with (and in any event not later than the third Business Day next following) the receipt of such Extraordinary Receipts, the Borrowers shall prepay the Obligations in an aggregate principal amount equal to 100% of such Extraordinary Receipts.

(ii) Mandatory Prepayments Related to Cash Dominion Trigger Period. Upon the occurrence and during the continuance of a Cash Dominion Trigger Period, the Borrowers shall prepay the Obligations to the extent required (and in the manner contemplated) by Section 6.14(a) hereof.

(iii) Application of Mandatory Prepayments. Each mandatory prepayment required to be made pursuant to Section 2.5(b) shall be applied to the prepayment of the Revolving Loans, without a permanent reduction of the Revolving Commitments.

(iv) Notice of Mandatory Prepayment. The Borrower Agent shall deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.5(b), (i) a certificate signed by a Financial Officer of the Borrower Agent setting forth in reasonable detail the calculation of the amount of such prepayment and (ii) to the extent practicable, at least three Business Days' prior written notice of such prepayment.

(c) Prepayments of Revolving Loans. If for any reason the Total Revolving Outstandings at any time exceed the Line Cap then in effect, the Borrowers shall immediately prepay, without premium or penalty, Revolving Loans in an aggregate amount equal to such excess.

(d) General Rules. All prepayments shall be subject to Section 2.5(e) (to the extent applicable) and Section 3.5, but shall otherwise be without premium or penalty. Each prepayment of a Borrowing shall be applied ratably to the applicable Loans of each Lender. All prepayments shall be accompanied by accrued interest thereon and any additional amounts required pursuant to Section 3.5.

(e) Upon any permanent reduction or termination of the Revolving Commitments, Borrowers shall pay to Administrative Agent, for the ratable benefit of the applicable Lenders, as liquidated damages for the loss of the bargain and not as a penalty, an amount equal to (i) 3.0% of the amount of the Revolving Commitments so reduced or terminated if such reduction or termination occurs on or prior to the first anniversary of the Closing Date; (ii) 2.0% of the amount of the Revolving Commitments so reduced or terminated if such reduction or termination occurs after the first anniversary of the Closing Date and on or prior to the second anniversary of the Closing Date; and (iii) 1.0% of the amount of the Revolving Commitments so reduced or terminated if such reduction or termination occurs after the second anniversary of the Closing Date and on or prior to the third anniversary of the Closing Date.

Section 2.6 Payments Generally; Administrative Agent's Clawback.

(a) General. Each Loan Party shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal of Loans, interest or fees, or of amounts payable under Sections 3.4, 3.5, or 10.3, or otherwise) prior to 12:00 noon on the date when due, in immediately available funds. In furtherance of the foregoing, each Borrower hereby irrevocably authorizes the Administrative Agent, (i) in the Administrative Agent's sole discretion, to request on behalf of the Borrowers, Revolving Loans (which shall be Base Rate Loans), in an amount sufficient to pay all principal, interest, fees, or other amounts from time to time due and payable by any Loan Party to any Credit Party hereunder or under any other Loan Document and (ii) on a daily basis, to apply all funds swept in accordance with Section 6.14 to the Obligations in accordance with Section 2.6(g) or Section 8.3, as applicable. All payments to be made by a Loan Party hereunder shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent's Payment Office, except that payments pursuant to Sections 3.4, 3.5, or 10.3, shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) Pro Rata Treatment. Except as otherwise provided in this Section 2.6 and as otherwise required under Section 3.4(e), each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each payment of fees, each reduction of the Revolving Commitments shall be allocated pro rata among the Revolving Lenders in accordance with their respective Applicable Percentages. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole Dollar amount.

(c) Administrative Agent's Clawback. (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.2 and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the Revolving Lenders and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the

case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to Base Rate Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower Agent prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(iii) Notice by Administrative Agent. A notice from the Administrative Agent to any Lender or the Borrowers with respect to any amount owing under this paragraph (c) shall be conclusive, absent manifest error.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 10.3(c) are several and not joint. The failure of any Lender to make any Loan or make any payment under Section 10.3(c) 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 10.3(c).

(e) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article 2, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the borrowing of Loans set forth in Article 4 are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

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

(g) Insufficient Payment. Subject to the provisions of Article 8, whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Credit Parties under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent (i) first, towards payment of all fees and expenses due to the Administrative Agent under the Loan Documents, (ii) second, towards payment of all

expenses then due hereunder, ratably among the parties entitled thereto in accordance herewith, (iii) third, towards payment of interest, fees and commissions then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest, fees and commissions then due to such parties, and (iv) fourth, towards payment of principal of Loans then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal of Loans then due to such parties.

(h) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its pro rata share thereof as provided herein, then such Lender shall (x) notify the Administrative Agent of such fact, and (y) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; provided that:

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

(ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans permitted hereunder to any assignee or participant.

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

Section 2.7 Defaulting Lenders.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such 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.

(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 Article 8 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.8 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, [reserved]; third, [reserved]; fourth, as the Borrower Agent may request (so long as no 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; fifth, if so determined by the Administrative Agent and the Borrower Agent, 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; sixth, 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; seventh, so long as no Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, 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 4.2 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. 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 2.7(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. No Defaulting Lender shall be entitled to receive any Unused Line Fee for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(b) Defaulting Lender Cure. If the Borrower Agent 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 Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.8 Joint and Several Liability.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Credit Parties under this Agreement for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. Accordingly, each Borrower hereby waives any and all suretyship defenses that would otherwise be available to such Borrower under applicable law.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due, whether upon maturity, acceleration, or otherwise, or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligations until such time as all of the Obligations are paid in full, and without the need for demand, protest, or any other notice or formality.

(d) The obligations of each Borrower under the provisions of this Section 2.8 constitute the absolute and unconditional, full recourse obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement or any other Loan Document or any other circumstance whatsoever.

(e) Each Borrower hereby waives, for the benefit of the Credit Parties: (a) any right to require any Credit Party, as a condition of payment or performance by such Borrower, to (i) proceed against any other Borrower, any Guarantor or any other Person, (ii) proceed against or exhaust any security held from any other Borrower, any Guarantor or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of any Credit Party in favor of any other Borrower, any Guarantor or any other Person, or (iv) pursue any other remedy in the power of any Credit Party whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any other Borrower or any Guarantor including any defense based on or arising out of the lack of validity or the unenforceability of the Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any other Borrower or any Guarantor from any cause other than payment in full of the Obligations; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon any Credit Party's errors or omissions in the administration of the Obligations; (e)(i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Borrower's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Borrower's liability hereunder or the enforcement hereof, (iii) any rights to set offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Credit Party protect, secure, perfect or insure any security interest or Lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default, notices of any renewal, extension or modification of the Obligations or any agreement related thereto, notices of any extension of credit to such Borrower and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the ability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

(f) Each Borrower represents and warrants to the Credit Parties that such Borrower is currently informed of the financial condition of the other Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to the Credit Parties that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of each other Borrower's financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.8 are made for the benefit of each Credit Party and its successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of any Credit Party of any of its successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or any Guarantor or to exhaust any remedies available to it or them against any Borrower or any Guarantor or to resort to any other source or means of obtaining payment of any of the Obligations or to elect any other remedy. The provisions of this Section 2.8 shall remain in effect until the

occurrence of the Termination Date. If at any time any payment, or any part thereof, made in respect of any of the Obligations is rescinded or must otherwise be restored or returned by any Credit Party upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.8 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights that arise from the existence, payment, performance or enforcement of the provisions of this Section 2.8, including rights of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Credit Party against any Borrower, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until the Termination Date has occurred. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Credit Party hereunder are hereby expressly made subordinate and junior in right of payment to the prior payment in full in cash of the Obligations and occurrence of the Termination Date and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash and the Termination Date shall occur before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor. If any amount shall be paid to any Borrower in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of the Credit Parties, and shall forthwith be paid to Administrative Agent to be credited and applied to the Obligations and all other amounts payable under this Agreement, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Obligations or other amounts payable under this Agreement thereafter arising.

ARTICLE 3

INTEREST, FEES, YIELD PROTECTION, ETC.

Section 3.1

Interest.

(a) Interest Rate Generally. Subject to Section 3.3(b), each Loan and all other Obligations hereunder shall bear interest at a rate determined in accordance with subsection (a) of the definition of Term SOFR plus the Applicable Margin. If any Loan is converted to a Base Rate Loan because of Section 3.3(b) or is an Extraordinary Advance, such Base Rate Loan shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin.

(b) Default Rate.

(i) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrowers hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate to the fullest extent permitted by applicable law.

(ii) Notwithstanding the foregoing, if an Event of Default has occurred and is continuing then, so long as such Event of Default is continuing, all outstanding principal of each Loan shall, without duplication of amounts payable under the preceding sentence, bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate to the fullest extent permitted by applicable law.

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

(c) Adjustment of Interest Rate. The rate of interest on any SOFR Loan shall be adjusted on each Determination Date. If any SOFR Loan is converted into a Base Rate Loan because of Section 3.3(b), the rate of interest on such Base Rate Loan shall be adjusted automatically and without notice on and as of any change in the Alternate Base Rate as provided in the definition thereof.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and at such other times as may be specified herein, provided that (i) interest accrued pursuant to paragraph (b) of this Section shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) Computation of Interest. All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and, in each case, shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Term SOFR, and Term SOFR Reference Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent clearly manifest error.

(f) Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments, implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower Agent and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

Section 3.2 Fees.

(a) Unused Line Fee. Each Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender, an unused line fee (the “Unused Line Fee”), which shall accrue at a rate per annum equal to 0.25% per annum on the average daily unused amount of the Revolving Commitment of such Revolving Lender during the immediately preceding month (or portion thereof). For purposes of computing Unused Line Fees, the Revolving Commitment of any Revolving Lender shall be deemed to be used on any date of determination to the extent of the aggregate principal amount of its outstanding Revolving Loans. Accrued Unused Line Fees shall be payable in arrears on the first day of each month, each date on which the Revolving Commitments are permanently reduced and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the Closing Date. All Unused Line Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Collection Days. Each Borrower agrees to pay to the Administrative Agent, for the account of the Revolving Lenders, a fee equal to the additional interest that the Borrowers would have paid in respect of the Revolving Loans, at Term SOFR plus the Applicable Margin, as if funds presented for application to the Revolving Loans had not been received in the collection account and credited to the Borrowers until one Business Day after the Business Day that such payment was actually received in the collection account. Such fee will be payable monthly in arrears.

(c) Other Fees. Each Borrower agrees to pay to the Administrative Agent fees and other amounts payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent (including, without limitation, those set forth in the Fee Letter).

(d) Payment of Fees Generally. All fees and other amounts payable hereunder shall be paid on the dates due, in immediately available funds. Fees and other amounts paid shall not be refundable under any circumstances.

Section 3.3 Alternate Rate of Interest.

(a) Temporary Unavailability of Term SOFR. Subject to Section 3.3(b) below, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining Term SOFR; or

(ii) the Administrative Agent is advised by Required Lenders that Term SOFR will not adequately and fairly reflect the cost of making or maintaining their Loans included in such Borrowing;

then the Administrative Agent shall give notice thereof to the Borrower Agent and the Lenders as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower Agent and the Lenders that the circumstances giving rise to such notice no longer exist, all Obligations shall commence bearing interest at the Alternate Base Rate plus the Applicable Margin.

(b) Effect of Benchmark Transition Event.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and Borrower Agent may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower Agent so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders constituting the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.3(b) will occur prior to the applicable Benchmark Transition Start Date.

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

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify Borrower Agent and the Lenders of (1) the implementation of any Benchmark Replacement, and (2) the effectiveness of any Conforming Changes in connection with the use, administration, adoption, or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.3(b) including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date

and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.3(b).

(iv) Benchmark Unavailability Period. Upon Borrower Agent's receipt of notice of the commencement of a Benchmark Unavailability Period, all Loans shall be made as, or converted to, Base Rate Loans. During any Benchmark Unavailability Period, the component of Alternate Base Rate based upon the then-current Benchmark will not be used in any determination of the Alternate Base Rate.

Section 3.4 Increased Costs; Illegality.

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

(i) impose, modify or deem applicable any reserve, special deposit, liquidity, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender could have achieved but for such Change in Law (taking into consideration such Lender's policies with respect to capital adequacy and liquidity), then from time to time the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender as specified in paragraph (a) or (b) of this Section and delivered to the Borrower Agent shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation;

provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower Agent of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Illegality. Notwithstanding any other provision of this Agreement but subject to Section 3.3(b), if, after the Closing Date, any Change in Law shall make it unlawful for any Lender to make or maintain any SOFR Loan or to give effect to its obligations as contemplated hereby with respect to any SOFR Loan, then, by written notice to the Borrower Agent and to the Administrative Agent:

(i) such Lender may declare that SOFR Loans will not thereafter (for the duration of such unlawfulness) be made by such Lender hereunder, whereupon any request for a Borrowing shall, as to such Lender only, be deemed a request for a Base Rate Loan unless such declaration shall be subsequently withdrawn; and

(ii) such Lender may require that all outstanding SOFR Loans made by it be converted to Base Rate Loans, in which event all such SOFR Loans shall be automatically converted to Base Rate Loans, as of the effective date of such notice as provided in the last sentence of this paragraph.

In the event any Lender shall exercise its rights under clause (i) or (ii) of this paragraph, all payments and prepayments of principal that would otherwise have been applied to repay the SOFR Loans that would have been made by such Lender or the converted SOFR Loans of such Lender shall instead be applied to repay the Base Rate Loans made by such Lender in lieu of, or resulting from the conversion of, such SOFR Loans, as applicable. For purposes of this paragraph, a notice to the Borrower Agent by any Lender shall be effective as to each SOFR Loan made by such Lender on the date of receipt by the Borrower Agent.

(f) No Requirement of Matched Funding. Notwithstanding any other provision of this Agreement, neither the Administrative Agent nor any Lender, nor any of their Participants, is required to match fund any Obligation as to which interest accrues at Term SOFR.

Section 3.5 Taxes.

(a) Defined Terms. For purposes of this Section 3.5, the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Loan Parties. Each of the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Loan Parties. Each of the Loan Parties shall jointly and severally indemnify each Recipient, within ten days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Agent by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.4(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 3.5, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Agent and the Administrative Agent, at the time or times reasonably requested by the Borrower Agent or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Agent or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Agent or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Agent or the Administrative Agent as will enable the Borrower Agent or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.5(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

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

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

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

(3) in the case of a Foreign 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 G-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (B) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Agent and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed,

together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower Agent and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Agent or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Agent or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.5 (including by the payment of additional amounts pursuant to this Section 3.5), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified 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.

(i) Survival. Each party's obligations under this Section 3.5 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the Termination Date.

(j) Confidentiality. Nothing contained in this Section shall require any Credit Party or any other indemnified party to make available any of its Tax returns (or any other information that it deems to be confidential or proprietary) to the indemnifying party or any other Person.

Section 3.6 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.4, or requires the Borrowers to pay any Indemnified Taxes or additional amounts to any Lender

or any Governmental Authority for the account of any Lender pursuant to Section 3.5, then such Lender shall (at the request of the Borrower Agent) use reasonable efforts to designate a different funding office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.4 or Section 3.5, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.4 or if the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5 and, in each case, such Lender has declined or is unable to designate a different funding office, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.4), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.4 or Section 3.5) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) unless waived by the Administrative Agent in its sole discretion, the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.4;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.4 or payments required to be made pursuant to Section 3.5, such assignment will result in a reduction in such compensation or payments thereafter;

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

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

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

ARTICLE 4

CONDITIONS PRECEDENT TO LOANS

Section 4.1 Conditions to Initial Loans. The effectiveness of this Agreement and the obligation of each Lender to make its initial Loans hereunder on the Closing Date is subject to satisfaction or waiver of the following conditions precedent:

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received a counterpart of this Agreement and each other Loan Document to be delivered on the Closing Date, each in form and substance reasonably satisfactory to the Administrative Agent.

(b) Legal Opinion. The Administrative Agent shall have received a favorable written opinion (addressed to the Credit Parties and dated the Closing Date) from Katten Muchin Rosenman LLP, special counsel to the Loan Parties, in form, scope and substance reasonably satisfactory to the Administrative Agent.

(c) Officers' Closing Certificate. The Administrative Agent shall have received a certificate, dated the Closing Date and signed by a Responsible Officer of the Borrower Agent confirming that the conditions set forth in this Section 4.1 and Section 4.2 shall be satisfied.

(d) Fees and Expenses. Substantially contemporaneously with the making of the Loans to be made on the Closing Date, the Borrowers shall have paid all fees and expenses that under the terms hereof or of the Fee Letter are due and payable on or prior to the Closing Date, as well as the reasonable fees, disbursements and other charges of counsel to the Administrative Agent in connection with the Transactions to the extent invoiced prior to the Closing Date.

(e) Collateral and Guarantee Requirement.

(i) The Collateral Documents to be delivered on the Closing Date set forth on Schedule 4.1(e) shall have been duly executed and/or delivered by each Loan Party that is to be a party thereto and shall be in full force and effect. The Administrative Agent on behalf of the Secured Parties shall have a first-priority security interest in the Collateral of the type described in each such Collateral Document, subject to the Intercreditor Agreement; and

(ii) The Administrative Agent shall have received a Perfection Certificate with respect to each Loan Party dated the Closing Date, duly executed by a Responsible Officer of each Loan Party and shall have received the results of a search of the Uniform Commercial Code filings (or equivalent filings) made with respect to the Loan Parties in the states (or other jurisdictions) of formation of such persons, in each case as indicated on such Perfection Certificate, together with copies of the financing statements (or similar documents) disclosed by such search, and accompanied by evidence satisfactory to the Administrative Agent that the Liens indicated in any such financing statement (or similar document) would be permitted under Section 7.2 or have been or will be contemporaneously released or terminated.

(iii) The Administrative Agent shall have received, reviewed and be satisfied with a field examination of the Collateral (which field examination shall have been performed, at the Borrowers' expense, by a field examination firm satisfactory to the Administrative Agent).

(f) Balance Sheet Restructuring Initiatives. The Administrative Agent shall have received all of Borrowers' completed balance sheet restructuring initiatives with Existing Term Lenders, which shall be on terms and subject to conditions satisfactory to the Administrative Agent.

(g) Solvency Certificate. The Administrative Agent shall have received a solvency certificate attesting to the Solvency of each Loan Party and its Subsidiaries on the Closing Date immediately before and after giving effect to the Transactions, from the chief financial officer the Borrower Agent.

(h) Funds Flow. The Administrative Agent shall have received a completed Borrowing Request and funds flow agreement, duly executed by a Responsible Officer of the Borrower Agent with respect to the Loans to be made on the Closing Date.

(i) Insurance. The Administrative Agent shall have received evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect and that the Administrative Agent has been named as lender's loss payee and/or additional insured, as applicable, under each insurance policy with respect thereto and all endorsements thereto have been delivered, in each case, in accordance with the terms of the Loan Documents and subject to Section 6.17 hereof, and the Administrative Agent is otherwise satisfied with all of the insurance arrangements of the Loan Parties and their Subsidiaries.

(j) Pro-Forma Compliance Certificate. The Administrative Agent shall have received a certificate, dated the Closing Date and signed by a Financial Officer of the Borrower Agent, setting forth reasonably detailed calculations demonstrating compliance with the Financial Covenant on a pro forma basis immediately after giving effect to the Transactions occurring on the Closing Date.

(k) USA PATRIOT Act; KYC. At least five Business Days prior to the Closing Date, each Lender shall have received:

(i) any and all documentation and other information requested by such Lender in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the USA PATRIOT Act; and

(ii) to the extent any Loan Party constitutes a "legal entity customer" under the Beneficial Ownership Regulation, a completed Beneficial Ownership Certification in relation to the Borrower.

(l) Financial Statements. The Administrative Agent shall have received (i) (x) audited consolidated financial statements of Holdings for the 2021 through 2022 Fiscal Years and (y) draft audited consolidated financial statements of Holdings for the 2023 Fiscal Year and (ii) unaudited interim consolidated financial statements of Holdings for each fiscal month and quarter ended after the date of the latest applicable financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are available, and such financial statements shall not, in the reasonable judgment of the Administrative Agent, reflect any material adverse change in the consolidated financial condition of Holdings, as reflected in the audited, consolidated financial statements described in clause (i) of this paragraph.

(m) Projections. The Administrative Agent shall have received a business plan for the Loan Parties which includes monthly projections for the first twelve months after the Closing Date and annual projections for the following two years thereafter, which projections shall be satisfactory to the Administrative Agent in form and substance and will include, but not be limited to, an income statement, balance sheet, cash flow, and Availability model.

(n) Legal Impediments. No law or regulation shall be applicable that restrains, prevents or imposes materially adverse conditions upon this Agreement or the Loans made hereunder, and the execution, delivery and performance by the Loan Parties of this Agreement and by each Loan Party of any other Loan Document to which such Person is party, do not and will not affect any Loan Party's or any Subsidiary of a Loan Party's right to receive, or reduce the amount of, payments and reimbursements from Third Party Payors, or materially adversely affect any Permit.

(o) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect or any event or circumstance that could reasonably be expected to result in a Material Adverse Effect and the Administrative Agent shall have received a certificate of a Financial Officer of Borrower Agent to the foregoing effect.

(p) Officer's Certificates. The Administrative Agent shall have received a certificate of a Responsible Officer of each Loan Party, dated the Closing Date, (i) attesting to the resolutions of such Loan Party's Board of Directors authorizing its execution, delivery, and performance of the Loan Documents to which it is a party, (ii) authorizing officers of such Loan Party to execute the same, (iii) attesting to the incumbency and signatures of the officers of such Loan Party, (iv) attaching copies of such Loan Party's Organizational Documents, and (v) attaching copies of a certificate of status with respect to such Loan Party, dated within 30 days of the Closing Date, such certificate to be issued by the appropriate officer of the jurisdiction of organization of such Loan Party, which certificate shall indicate that such Loan Party is in good standing in such jurisdiction (or other similar status, as applicable).

(q) Existing Indebtedness; Payoff Letters. On the Closing Date, after giving effect to the funding of the initial Loans hereunder, the Loan Parties shall have no outstanding Indebtedness other than Indebtedness permitted by Section 7.1 hereof. Additionally, the Administrative Agent shall have received a payoff letter, in form and substance reasonably satisfactory to Administrative Agent, regarding all Indebtedness that will be paid on the Closing Date with proceeds of the Loans to be made on the Closing Date, including, without limitation, from the agent or lender (as applicable) with respect to the Existing Credit Agreement, which shall include, among other things, the amount necessary to repay in full all of the obligations of Holdings and its Subsidiaries owing with respect to such Indebtedness and a release of all of the Liens existing in favor of any such lender in the assets of Holdings and its Subsidiaries, together with termination statements and other documentation evidencing the termination by such lenders of such Liens.

(r) Intercreditor Agreement. The Administrative Agent shall have received counterparts of the Intercreditor Agreement, duly executed by each of the parties thereto.

(s) Term Loan Documents. The Administrative Agent shall have received a certificate of a Responsible Officer of Borrower Agent, dated the Closing Date, certifying and attaching true, correct and complete copies of the Term Loan Agreement and certain other Term Loan Documents, in each case, as in effect on the Closing Date.

(t) Borrowing Base Certificate / Availability. The Administrative Agent shall have received a Borrowing Base Certificate, dated the Closing Date and signed by a Financial Officer of the Borrower Agent, prepared as of such date as the Administrative Agent may elect, evidencing that, immediately after the making of the initial Loans and after giving effect to the Transactions (including the payment of all Transaction Expenses), Availability shall be at least \$7,500,000.

(u) Certain Diligence.

(i) The Administrative Agent shall have completed its legal, regulatory and business due diligence, including but not limited to site visits and meetings with certain key management and shareholders; and

(ii) The Administrative Agent shall have received customary individual and company background checks on certain key management and shareholders of Borrowers, the results of which are satisfactory to the Administrative Agent.

(v) Credit Approval. The Administrative Agent shall have received credit approval from its credit committee.

(w) Dissolution of KareFirst. The Administrative Agent shall have received satisfactory evidence of the dissolution of KareFirst Management, LLC.

(x) Further Matters. All legal and business matters, and the form and substance of all documents, incident to the transactions contemplated hereby shall be satisfactory to the Administrative Agent.

For purposes of determining whether the Closing Date has occurred, each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory Administrative Agent or such Lender, as the case may be, unless such Lender has notified the Administrative Agent of any disagreement prior to the initial Loans hereunder.

Section 4.2 Conditions to All Loans. The obligation of each Lender to honor any Borrowing Request hereunder is subject to the satisfaction of the following conditions precedent:

(a) Each of the representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects, in each case on and as of such date as if made on and as of such date, provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) No Default or Event of Default shall exist, or would result from such proposed Loan or from the application of the proceeds therefrom.

(c) The Administrative Agent shall have received a Borrowing Request in accordance with the requirements hereof.

(d) After giving effect to such proposed Loan, the Total Revolving Outstandings (other than any Overadvances or Protective Advances to the extent permitted hereunder) shall not exceed the Line Cap then in effect.

Each Borrowing Request submitted by the Borrower Agent shall be deemed to be a representation and warranty that the conditions specified in Sections 4.2(a), (b), and (d) have been satisfied on and as of the date of the applicable Loan.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Administrative Agent and the Lenders that:

Section 5.1 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of its Subsidiaries (a) is duly incorporated, organized or formed, and validly existing and, where applicable, in good standing under the laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business as now conducted

and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and, where applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, and (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (c) or (d), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of Holdings and its Subsidiaries are in compliance with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property and maintains all permits and licenses necessary to conduct its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.2 Authorization; No Contravention. The execution and delivery by each Loan Party of each Loan Document to which such Loan Party is a party, and the performance of all of its obligations thereunder, are within such Loan Party's corporate, limited liability company or other analogous powers, have been duly authorized by all necessary corporate, limited liability company or other analogous action, and do not and will not (a) contravene the terms of any of such Person's Organizational Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than under the Loan Documents), or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (b)(i), to the extent that such conflict, breach, contravention or payment could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.3 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority, except as required to effectuate any redirection of government receivables to a Segregated Governmental Account, or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of any Loan Document to which it is a party, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Loan Documents, except for (i) filings and recordings necessary to satisfy the Collateral and Guarantee Requirement, and (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect.

Section 5.4 Binding Effect. Each Loan Document has been duly executed and delivered by each Loan Party that is party thereto and constitutes a legal, valid and binding obligation of each such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 5.5 Financial Statements; No Material Adverse Effect.

(a) Holdings has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the Fiscal Years ended December 31, 2021, December 31, 2022, and December 31, 2023, reported on by FMGK, independent public accountants, and (ii) as of and for each fiscal month ended after the date of the latest applicable financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are

available for the portion of the Fiscal Year ending December 31, 2025, certified by its Financial Officer. Such financial statements:

(i) fairly present the financial condition of Holdings and its Subsidiaries, as applicable, as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, subject, in the case of the unaudited financial statements, to normal year-end audit adjustments and the absence of footnotes; and

(ii) show all material Indebtedness and other liabilities, direct or contingent, of Holdings and its Subsidiaries, as applicable, as of the date thereof, including liabilities for Taxes, material commitments and contingent obligations.

(b) Since December 31, 2023, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

Section 5.6 Litigation. Except as set forth on Schedule 5.6, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against any Loan Party or, to the knowledge of any Loan Party, threatened against or affecting the Loan Parties or any of their Subsidiaries (a) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (b) that involve or affect, or that purport to or could reasonably be expected to involve or affect, any Loan Document or the Transactions. Since the Closing Date, there has been no change in the status of the matters set forth on Schedule 5.6 that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

Section 5.7 Environmental Matters.

(a) Except as set forth on Schedule 5.7 and except for Environmental Claims which have been fully resolved with no remaining obligations or conditions or which would not reasonably be expected to result in a Material Adverse Effect:

(i) each Loan Party and its Subsidiaries possess all Environmental Permits required under applicable Environmental Law to conduct their respective businesses and are, and within applicable statutes of limitation, have been, in material compliance with the terms of such Environmental Permits. No Loan Party or any of its Subsidiaries has received written notice that any Environmental Permits possessed by any of them will be revoked, suspended or will not be renewed;

(ii) the execution and delivery of this Agreement and the consummation by the Loan Parties of the Transactions does not require any notification, registration, reporting, filing, investigation, or environmental response action under any Environmental Law;

(iii) each of the Loan Parties and their Subsidiaries are currently, and within applicable statutes of limitation, have been, in material compliance with all applicable Environmental Law;

(iv) no Loan Party nor any of its Subsidiaries has received (A) notice of any pending or threatened civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, notice or demand letter or request for information under any Environmental Law, or (B) notice of actual or potential liability under any Environmental Law including any Environmental Liability that such Loan Party or Subsidiary may have retained or assumed either

contractually or by operation of law or of any Environmental Claim, in either case with respect to clauses (A) or (B) that reasonably could be expected to result in material expenditure by such Loan Party or Subsidiary. No Loan Party or any of its Subsidiaries has knowledge of any circumstances that reasonably could be expected to result in a material Environmental Liability;

(v) as of the Closing Date: (A) no property or facility currently, or to the knowledge of each Loan Party, formerly owned, operated or leased by any Loan Party or any of its current or former Subsidiaries or by any respective predecessor in interest, and (B) no property at which Hazardous Materials generated, owned or controlled by any Loan Party, any of its present or former Subsidiaries or any predecessor in interest have been stored, treated or disposed of, have been identified by a Governmental Authority as recommended for or requiring or potentially requiring environmental assessment and/or response actions under Environmental Law;

(vi) (A) there has been no disposal, spill, discharge or Release of any Hazardous Material generated, used, owned, stored or controlled by any Loan Party, any of its Subsidiaries or any predecessor in interest, on, at or under any property currently or formerly owned, leased or operated by any Loan Party, any of its current or former Subsidiaries or any predecessor in interest, (B) there are no Hazardous Materials located in, at, on or under such facility or property, or at any other location, in either case (A) or (B), that reasonably could be expected to require investigation, removal, remedial or corrective measures by any Loan Party or any of its Subsidiaries or that reasonably could result in material liabilities of, or material losses, damages or costs to any Loan Party or any of its Subsidiaries under any Environmental Law, and (C) neither the Loan Parties nor any of their Subsidiaries has retained or assumed any liability contractually or by operation of law with regard to the generation, treatment, storage or disposal of Hazardous Materials or compliance with Environmental Law that could reasonably be expected to result in material expenditures by any Loan Party or any of its Subsidiaries;

(vii) (A) there has not been any underground or aboveground storage tank or other underground storage receptacle or related piping, or any impoundment or other disposal area in each case containing Hazardous Materials located on any facility or property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, and (B) no asbestos or polychlorinated biphenyls have been used or disposed of, or have been located at, on or under any facility or property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, in either case (A) or (B) except in material compliance with applicable Environmental Laws or as would not result in material Environmental Liability;

(viii) no Lien has been recorded against any properties, assets or facilities currently owned, leased or operated by any Loan Party or any of its Subsidiaries under any Environmental Law.

(b) Since the Closing Date, there has been no change in the status of the matters set forth on Schedule 5.7 that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

(c) The Loan Parties and their Subsidiaries have provided to the Administrative Agent and its authorized representatives all material records and files, including all material assessments, reports, studies, analyses, audits, tests and data in their possession or under their control concerning any Environmental Claim, the existence of Hazardous Materials or any other environmental concern at properties, assets or facilities currently or formerly owned, operated or leased by any Loan Party or any of their present or former Subsidiaries or predecessor in interest, or concerning compliance by any Loan Party or any such Subsidiary with, or liability under any Environmental Law.

Section 5.8 Ownership of Properties; Liens. Each Loan Party and its Subsidiaries (a) has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes, (b) has complied in all material respects with all obligations under all material leases to which it is a party and all such leases are in full force and effect and (c) enjoys peaceful and undisturbed possession under all such material leases.

Section 5.9 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.10 Investment Company Status, Etc. No Loan Party or any of its Subsidiaries is (a) an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) otherwise subject to any other regulatory scheme limiting its ability to incur debt.

Section 5.11 Taxes. Each Loan Party and its Subsidiaries has timely filed or caused to be filed all federal, provincial, state, municipal, foreign and other Tax returns and reports required to be filed, and have paid all federal, provincial, state, municipal, foreign and Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being Properly Contested, which contest conclusively operates to stay enforcement of any penalty, fine, or Lien resulting from the non-payment thereof. There are no Tax audits, deficiencies, assessments or other claims with respect to any Loan Party or any of its Subsidiaries that could, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.12 ERISA.

(a) Each Loan Party and each of its ERISA Affiliates is in compliance in all material respects with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. No event described in Section 4062(e) of ERISA has occurred and is continuing with respect to any Pension Plan. The present value of all accumulated benefit obligations under each Pension Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Pension Plan and the present value of all accumulated benefit obligations of all underfunded Pension Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Pension Plans.

(b) Each Pension Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Loan Parties, nothing has occurred which would prevent, or cause the loss of, such qualification. Each Loan Party and ERISA Affiliate has made all required contributions to each Pension Plan subject to Section 412 of the Code, and no application for a funding waiver pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(c) There are no pending or, to the knowledge of the Loan Parties, threatened claims, actions, or lawsuits, or action by any Governmental Authority, with respect to any Pension Plan. There has been no violation of the fiduciary responsibility rules of ERISA with respect to any Pension Plan.

(d) No Loan Party or ERISA Affiliate (i) has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (ii) has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA with respect to a Multiemployer Plan, and (iii) has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA.

(e) No such Pension Plan or trust created thereunder, or party in interest (as defined in Section 3(14) of ERISA), or any fiduciary (as defined in Section 3(21) of ERISA), has engaged in a “prohibited transaction” (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) which would subject such Pension Plan or any other plan of any Loan Party or any of its ERISA Affiliates, any trust created thereunder, or any such party in interest or fiduciary, or any party dealing with any such Pension Plan or any such trust, to any material penalty or tax on “prohibited transactions” imposed by Section 502 of ERISA or Section 4975 of the Code.

(f) With respect to any Foreign Plan, (i) all employer and employee contributions required by law or by the terms of the Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance, or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; and (iii) it has been registered as required and has been maintained in good standing with applicable regulatory authorities.

Section 5.13 Subsidiaries; Equity Interests. As of the Closing Date, no Loan Party has any direct or indirect Subsidiaries or investments in, or joint ventures or partnerships with, any Person, except as disclosed in Schedule 5.13. Such Schedule sets forth (a) the name and jurisdiction of organization or incorporation of each Subsidiary and (b) the ownership interest of each Loan Party and its respective Subsidiaries in each of their respective Subsidiaries, including the percentage of such ownership. Neither any Loan Party nor any of its Subsidiaries has issued any Disqualified Equity Interests and there are no outstanding options or warrants to purchase Equity Interests of any Loan Party or any of its Subsidiaries of any class or kind, and there are no agreements, voting trusts or understandings with respect thereto or affecting in any manner the sale, pledge, assignment or other disposition thereof, including any right of first refusal, option, redemption, call or other rights with respect thereto, whether similar or dissimilar to any of the foregoing. All of the issued and outstanding Equity Interests owned by any Loan Party in its Subsidiaries have been duly authorized and issued and are fully paid and non-assessable and are free and clear of all Liens other than Liens in favor of the Administrative Agent under the Collateral Documents and the Term Lenders under the Term Loan Agreement.

Section 5.14 Insurance. Schedule 5.14 sets forth a description of all insurance maintained by or on behalf of the Loan Parties and their Subsidiaries on the Closing Date (including names of carriers, policy number, expiration dates, insurance types and coverage amounts). As of the Closing Date, all premiums in respect of such insurance that are due and payable have been paid.

Section 5.15 Federal Reserve Regulations, Etc. Neither any Loan Party nor any of its Subsidiaries is engaged principally, or as one of their important activities, in the business of extending

credit for the purpose of buying or carrying Margin Stock. Immediately before and after giving effect to the making of each Loan, Margin Stock will constitute less than 25% of each Loan Party's assets as determined in accordance with Regulation U. No part of the proceeds of any Loan will be used, directly or indirectly, (a) to purchase, acquire or carry any Margin Stock or for any purpose that entails a violation of, or that is inconsistent with, the provisions of the regulations of the Board, including Regulation T, U or X or (b) for any purpose that would violate any Anti-Corruption Laws, Anti-Money Laundering Laws, or applicable Sanctions.

Section 5.16 Collateral Documents. The Security Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as defined in the Security Agreement) and the proceeds thereof and (i) subject to the Intercreditor Agreement, when the Pledged Equity Interests (other than uncertificated Equity Interests) and the Pledged Debt Securities (as each such term is defined in the Security Agreement) are delivered to the Administrative Agent together with the proper endorsements, the Lien created under Security Agreement shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Equity Interests and Pledged Debt Securities, in each case superior in right to any other Lien or right of any other Person and (ii) when financing statements in appropriate form are filed in the offices specified on Schedule 5.16(a) and, with respect to Collateral consisting of Intellectual Property, when the Security Agreement (or Copyright Security Agreement(s), Patent Security Agreement(s) and/or Trademark Security Agreement(s), as applicable) are filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and in each case, all applicable filing fees have been paid, the Lien created under the Security Agreement will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Collateral, in each case superior in right to any other Lien or right of any other Person, other than Liens expressly permitted by Section 7.2 which by operation of law or contract have priority over the Liens securing the Obligations.

Section 5.17 Solvency. Each of the Loan Parties and its Subsidiaries is, and the Loan Parties and their Subsidiaries on a consolidated basis are, Solvent.

Section 5.18 Anti-Corruption Laws; Sanctions; Anti-Terrorism Laws.

(a) Each Loan Party, its Subsidiaries and their respective officers, employees, directors and agents, are in compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, and applicable Sanctions. None of the Loan Parties, any of their Subsidiaries or any director, officer, employee, agent, or affiliate of any Loan Party or any of its Subsidiaries is an individual or entity that is, or is owned or controlled by, a Sanctioned Person or is located, organized or resident in a country or territory that is a Sanctioned Country. Each Loan Party and each of its Subsidiaries has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

(b) The Borrowers will not, directly or indirectly, use the proceeds of any Loan or other transaction contemplated hereby or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of funding, is the subject of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any Person. Neither the making of the Loans or other transactions contemplated hereby nor the use of the proceeds thereof will violate Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official

of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the Anti-Corruption Laws.

(c) Borrowers have taken, and shall continue to take until the Loan is fully repaid, such measures as are required by law to assure that the funds used to repay the Loan are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated.

(d) To the best of Borrowers' knowledge after making due inquiry, neither any Loan Party nor any Person providing funds to Borrowers: (i) is under investigation by any Governmental Authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws.

(e) Neither the making of the Loans hereunder nor the use of the proceeds thereof will violate the any regulations passed under the USA PATRIOT Act or will violate the Trading with the Enemy Act, the International Emergency Economic Powers Act, or any regulations passed thereunder, including the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V) or any enabling legislation or executive order relating thereto or successor statute thereto (together with Sanctions, "Anti-Terrorism Laws"). Each Loan Party and each of its Subsidiaries are in compliance with applicable Anti-Terrorism Laws.

Section 5.19 Real Property. Schedule 5.19 lists completely and correctly as of the Closing Date all Real Property owned by any Loan Party and the addresses thereof. One or more of the Loan Parties own in fee all the real property set forth on Schedule 5.19.

Section 5.20 Accuracy of Information, Etc.

(a) Each Loan Party has disclosed to the Credit Parties all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to any Credit Party in connection with the transactions contemplated hereby contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(b) As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

Section 5.21 Labor Matters. There are no strikes, lockouts or slowdowns against any Loan Party or any of its Subsidiaries pending or, to the knowledge of any Loan Party, threatened. The hours worked by and payments made to employees of the Loan Parties and their Subsidiaries have not been in violation in any material respect of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters. All material payments due from the Loan Parties or any of their

Subsidiaries, or for which any claim may be made against any of the Loan Parties or any of their Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Loan Party or such Subsidiary. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any of the Loan Parties or any of their Subsidiaries is bound.

Section 5.22 Absence of Certain Restrictions. No indenture, certificate of designation for preferred stock, agreement or instrument to which any Loan Party or any of its Subsidiaries is a party (other than this Agreement), prohibits or limits in any way, directly or indirectly the ability of any Subsidiary to make Restricted Payments or loans to, to make any advance on behalf of, or to repay any Indebtedness to, any Loan Party or to another Subsidiary.

Section 5.23 No Default. No Loan Party nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound in any respect that could reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing.

Section 5.24 Common Enterprise. The successful operation and condition of each of the Loan Parties is dependent on the continued successful performance of the functions of the group of the Loan Parties as a whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (a) successful operations of each of the other Loan Parties and (b) the credit extended by the Lenders to the Borrowers hereunder, both in their separate capacities and as members of the group of companies. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

Section 5.25 Brokers' Fees. None of the Loan Parties or their Subsidiaries has any obligation to any Person in respect of any finder's, broker's, investment banking or other similar fee in connection with any of the transactions contemplated under the Loan Documents other than the closing and other fees payable pursuant to this Agreement and as set forth in the Fee Letter.

Section 5.26 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

Section 5.27 Accounts. With respect to each of the Loan Parties' Eligible Accounts, unless otherwise disclosed to the Administrative Agent in writing:

- (a) It is genuine and in all respects what it purports to be, and it is not evidenced by a judgment;
- (b) It arises out of a completed, bona fide sale and delivery of goods or rendition of services by a Loan Party, in the ordinary course of its business and in accordance with the terms and conditions of all purchase orders, contracts or other documents relating thereto and forming a part of the contract between a Loan Party and the Account Debtor;
- (c) It is for a liquidated amount maturing as stated in the invoice covering such sale or rendition of services, a copy of which has been furnished or is available to the Administrative Agent;

(d) There are no facts, events or occurrences which in any way impair the validity or enforceability of any Accounts or tend to reduce the amount payable thereunder from the face amount of the invoice and statements delivered or made available to the Administrative Agent with respect thereto;

(e) To the best of the Loan Parties' knowledge, the Account Debtor thereunder (i) had the capacity to contract at the time any contract or other document giving rise to the Account was executed and (ii) such Account Debtor is Solvent; and

(f) To the best of the Loan Parties' knowledge, there are no proceedings or actions which are threatened or pending against the Account Debtor thereunder which might result in any material adverse change in such Account Debtor's financial condition or the collectability of such Account.

Section 5.28 Intellectual Property. Borrower Agent shall take all steps reasonably necessary from time to time to ensure that (a) a Loan Party shall be the legal and record owner of all material Intellectual Property owned by Holdings, the Borrowers, their respective present and future direct and indirect Subsidiaries (whether now owned or hereafter acquired), (b) a Borrower or one of its Subsidiaries shall maintain all material Intellectual Property and, where possible, apply for renewals or other extensions of legal protection pertaining to all material Intellectual Property, and (c) appropriate intercompany licensing arrangements are in place to allow intercompany access to, and payment for, such Intellectual Property.

Section 5.29 Regulatory Matters.

(a) Compliance with Health Care Laws. Each Loan Party and each of its Subsidiaries is, and at all times during the three calendar years immediately preceding the Closing Date has been, in material compliance with all Health Care Laws and requirements of Third Party Payor Programs applicable to it and its assets, business or operations. No events, facts or circumstances exist or have occurred which could reasonably be expected to result in a material violation of any Health Care Law or any requirement of any Third Party Payor Program.

(b) Permits; Accreditation. As of the Closing Date, Schedule 5.29 sets forth an accurate, complete and current list of all Permits and Third Party Payor Authorizations held by any Loan Party or any of its Subsidiaries. Each Loan Party and each of its Subsidiaries holds (and such Person is in conformance with), and at all times during the three calendar years immediately preceding the Closing Date has held (and such Person was in conformance with), all material Permits and Third Party Payor Authorizations necessary for it to own, lease, sublease or operate its assets or to conduct its business or operations as presently conducted. All such Permits and Third Party Payor Authorizations are, and at all times during the three calendar years immediately preceding the Closing Date have been, in full force and effect, with no default under, violation of, noncompliance with or other failure to perform or fulfill the terms and conditions thereof. There currently exist no breaches, defaults, restrictions, deficiencies, required plans of correction or other such remedial measures with respect to any Permit of any Loan Party or any of its Subsidiaries. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, has resulted or could reasonably be expected to result in the suspension, revocation, termination, restriction, limitation, modification or non-renewal of any material Permit. No Governmental Authority has taken, or to the knowledge of any Loan Party intends to take, action to suspend, revoke, terminate, place on probation, restrict, limit, modify or not renew any Permit of any Loan Party or any of its Subsidiaries. Each Loan Party and each of its Subsidiaries has obtained and maintains accreditation in good standing and without limitation or impairment by all applicable accrediting organizations, to the extent prudent and customary in the industry in which it is engaged or required by law (including any foreign law or equivalent regulation), except where the failure to have or maintain such accreditation in good standing or imposition of limitation or impairment could not reasonably be expected to have, in the aggregate, a

Material Adverse Effect. No Loan Party nor any Subsidiary of any Loan Party has received any notices of deficiency in connection with any accreditation or any such deficiencies have been corrected or otherwise remedied. There are no ongoing or, to the knowledge of any Loan Party or any of its Subsidiaries, threatened actions that could materially impair such accreditations.

(c) Third Party Payor Authorizations. Each Loan Party and each of its Subsidiaries holds, and at all times during the three calendar years immediately preceding the Closing Date has held, in full force and effect, all Third Party Payor Authorizations necessary to participate in and be reimbursed by all Third Party Payor Programs in which any Loan Party or any of its Subsidiaries participates. There is no investigation, audit, claim review, or other action pending, or to the knowledge of any Loan Party or any of its Subsidiaries, threatened, which could result in a suspension, revocation, termination, restriction, limitation, modification or non-renewal of any Third Party Payor Authorization or result in any Loan Party's or any of its Subsidiaries' exclusion from any Third Party Payor Program.

(d) Material Statements. None of the Loan Parties, their Subsidiaries, nor any owner, officer, director, partner, agent, manager, employee, affiliate or contractor of any Loan Party or any of its Subsidiaries has made an untrue statement of a material fact or fraudulent statement to any Governmental Authority, failed to disclose a material fact that must be disclosed to any Governmental Authority, or committed an act, made a statement or failed to make a statement that, at the time such statement, disclosure or failure to disclose occurred, could reasonably be expected to constitute a violation of any Health Care Law.

(e) Prohibited Transactions. None of the Loan Parties, their Subsidiaries, nor any owner, officer, director, partner, agent, manager, employee, affiliate or contractor of any Loan Party or any of its Subsidiaries, directly or indirectly, has (i) offered or paid or solicited or received any remuneration, in cash or in kind, or made any financial arrangements, in violation of any Health Care Law; (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) in violation of any Health Care Law; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the laws of any Governmental Authority having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records for any reason; or (v) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any person with the intention or understanding that any part of such payment would be in violation of any Health Care Law or used or was given for any purpose other than that described in the documents supporting such payment. To the knowledge of each Loan Party, no person has filed or has threatened to file against any Loan Party or any of its Affiliates an action under any federal or state whistleblower statute, including under the False Claims Act of 1863 (31 U.S.C. § 3729 et seq.).

(f) Exclusion. None of the Loan Parties, their Subsidiaries, nor any owner, officer, director, partner, agent, manager, employee, affiliate, or contractor of the foregoing, nor any Person with a "direct or indirect ownership interest" (as that phrase is defined in 42 C.F.R. § 420.201) in any Loan Party or any of its Subsidiaries, nor any Licensed Personnel of any Loan Party or any of its Subsidiaries, has been (or, has been threatened to be) (i) excluded from any Third Party Payor Program pursuant to 42 U.S.C. § 1320a-7 and related regulations, (ii) "suspended" or "debarred" from selling products to the U.S. government or its agencies pursuant to the Federal Acquisition Regulation relating to debarment and suspension applicable to federal government agencies generally (42 C.F.R. Subpart 9.4) or other applicable laws or regulations, (iii) debarred, disqualified, suspended or excluded from participation in any Third Party Payor Program, any other federal healthcare program or any other federal program or is listed on the General Services

Administration list of excluded parties, nor is any such debarment, disqualification, suspension or exclusion threatened or pending, or (iv) made a party to any other action by any Governmental Authority that may prohibit it from selling products or providing services to any governmental or other purchaser pursuant to any federal, state or local laws or regulations.

(g) Corporate Integrity Agreement. None of the Loan Parties, their Subsidiaries, nor any owner, officer, director, partner, agent, manager, employee, affiliate or contractor of any Loan Party or any of its Subsidiaries, nor any Person with a “direct or indirect ownership interest” (as that phrase is defined in 42 C.F.R. §1001.1001) in any Loan Party or any of its Subsidiaries is a party to, or bound by, any order, individual integrity agreement, corporate integrity agreement, corporate compliance agreement, deferred prosecution agreement, or other formal or informal agreement with any Governmental Authority concerning compliance with Health Care Laws.

(h) Privacy Laws; Technology Security Systems.

(i) Each Loan Party and each of its Subsidiaries that is a “covered entity” or “business associate” within the meaning of HIPAA (or similar concept under applicable state or other Privacy Laws) or that is otherwise subject to Privacy Laws has undertaken all necessary surveys, audits, inventories, reviews, analyses or assessments (including any necessary risk assessments) of all areas of such Loan Party’s and its Subsidiaries’ business and operations (including online vendors, software and other online activities) required by HIPAA and other applicable Privacy Laws and have satisfactorily addressed all risk areas disclosed by any such risk assessment.

(ii) Each Loan Party and each of its Subsidiaries has developed, implemented and maintains adequate administrative, physical, and technical security measures, procedures and training necessary to protect the confidentiality, integrity, and security of (A) its computers, computer systems, servers, hardware, software, websites, databases, networks, and all other information technology equipment and systems, including any hosted locations and other outsourced systems and processes (all of the foregoing in this clause (A), “Loan Party Systems”) and (B) all individually identifiable information, including protected health information (as defined in HIPAA) or similar concept under other applicable Privacy Laws, and other sensitive and confidential information, accessed, collected, used, processed, stored, transferred or disclosed by or on behalf of any Loan Party or any Subsidiary of any Loan Party (all such data and information referred to in this clause (B), “Loan Party Data”), in all cases including from theft, destruction, corruption, loss or unauthorized use, access, interruption, deletion, alteration or modification by any Person and to ensure that such Loan Party and its Subsidiaries is in compliance in all material respects with each of the applicable requirements of HIPAA and other applicable Privacy Laws on and as of each date that any part thereof, or any final rule or regulation thereunder, becomes effective in accordance with its terms. All Loan Party Systems are operational and have adequate backups and disaster recovery arrangements that are at least reasonable and at least consistent with, as protective as, and no less rigorous than, industry standards for companies and businesses of similar size in similar industries. Without limiting the generality of the foregoing, each Loan Party and each of its Subsidiaries (x) maintains applicable equipment and software in physically secure premises, (y) utilizes industry-accepted virus and intrusion checking software and firewalls, and (z) limits access to Loan Party Data to only those employees and agents who need such access for the conduct of the business of the Loan Parties or their Subsidiaries.

(iii) No Loan Party nor any Subsidiary of any Loan Party has experienced any (A) material security incidents, data breaches, intrusions or unauthorized access, use or compromise of any of the Loan Party Systems, (B) material unauthorized collection, access, use, processing, loss, compromise, interruption, deletion, modification or disclosure of any Loan Party Data or trade secrets of any Loan Party or any Subsidiary of any Loan Party, or (C) material cyber, social engineering, spoofing, phishing, ransom, viral or other attack, theft or intrusion that that has allowed an unauthorized Person to access, copy, encrypt

or otherwise use any Loan Party Data (all of the foregoing clauses (A), (B) and (C), “Security Breaches”), Each Loan Party and each of its Subsidiaries is in material compliance with all Privacy Laws. No Loan Party nor any Subsidiary of any Loan Party has (x) received or is aware of any notice, allegation, complaint or other communication, and to the knowledge of the Loan Parties there is no pending investigation by the Office for Civil Rights for the U.S. Department of Health and Human Services or any state or other Governmental Authority or other Person regarding any actual or possible violation of or failure to comply with HIPAA or other applicable Privacy Laws or (y) made any notification of a Security Breach or failure to comply with HIPAA or other applicable Privacy Laws to the media, the Secretary of the U.S. Department of Health and Human Services, any other Governmental Authority or otherwise pursuant to HIPAA or other applicable Privacy Laws.

(i) Licensed Personnel. The Licensed Personnel have complied and currently are in compliance with all applicable Health Care Laws, and hold and, at all times that such Persons have been Licensed Personnel of any Loan Party or any of its Subsidiaries, have held, all professional licenses, credentials and other Permits and all Third Party Payor Authorizations required by any Third Party Payor or otherwise required in the performance of such Licensed Personnel’s duties for such Loan Party or such Subsidiary, and, each such license, credential, Permit and Third Party Payor Authorization is in full force and effect and, to the knowledge of each Loan Party, no suspension, revocation, termination, impairment, modification or non-renewal of any such Permit, credential or Third Party Payor Authorization is pending or threatened.

(j) Proceedings; Audits. There are no pending (or, to the knowledge of any Loan Party, threatened) Proceedings against or affecting any Loan Party or any of its Subsidiaries or, to the knowledge of any Loan Party, any Licensed Personnel, relating to any actual or alleged non-compliance with any Health Care Law or requirement of any Third Party Payor Program. There are no facts, acts, omissions, events, circumstances or conditions that could reasonably be expected to form the basis for any such Proceeding against or affecting any Loan Party or any of its Subsidiaries or, to the knowledge of any Loan Party, any Licensed Personnel. There currently exist no restrictions, deficiencies, required plans of correction or other such remedial measures with respect to any Permit of any Loan Party or any of its Subsidiaries, or any of their participation in any Third Party Payor Program. Without limiting the foregoing, no validation review, program integrity review, audit or other investigation related to any Loan Party or any of its Subsidiaries or their respective operations, or the consummation of the transactions contemplated in the Loan Documents or related to the Collateral (i) has been conducted by or on behalf of any commission, board, or agency or other Governmental Authority, or (ii) is scheduled, pending or, to the knowledge of any Loan Party, threatened. Without limiting or being limited by any other provision of any Loan Document, each Loan Party and its Subsidiaries has timely filed or caused to be filed all material cost and other reports of every kind required by law, agreement or otherwise. Except as set forth on Schedule 5.29, there are no material claims, actions or appeals pending before any commission, board or agency or other Governmental Authority, including any contractor, the Provider Reimbursement Review Board, or the administrator of CMS, with respect to any material state or federal Medicare or Medicaid cost reports, Office of the Inspector General reviews or audits or material claims filed by any Loan Party, or with respect to any disallowance by any commission, board or agency or other Governmental Authority (including the Office of the Inspector General) in connection with any reviews, reports or audit of such cost reports.

(k) Overpayments. None of the Loan Parties nor their Subsidiaries (i) has retained an overpayment received from, or failed to refund any amount due to, any Third Party Payor in violation of any Health Care Law or contract; and (ii) except as set forth on Schedule 5.29, have received written notice of, or has knowledge of, any overpayment or refunds due to any Third Party Payor. None of the Loan Parties nor their Subsidiaries has: (A) submitted to any Third Party Payor Program any false, fraudulent, abusive or improper claim for payment, (B) billed any Third Party Payor Program for any service not rendered as claimed, or (C) received and retained any payment or reimbursement from any Third Party

Payor Program in excess of the proper amount allowed by applicable law and applicable contracts or agreements with the Third Party Payor Program.

(l) Exclusion Checks. Each Loan Party and each Subsidiary of a Loan Party, upon hiring or engagement and once a month thereafter, searches the Office of Inspector General of the United States Department of Health and Human Services' List of Excluded Individuals/Entities to the extent required by any Health Care Laws to confirm that its Licensed Personnel and other employees, independent contractors, consultants, and any other Persons providing services are not currently excluded, debarred or otherwise ineligible to participate in programs administered by Governmental Authorities. None of the Loan Parties nor any Subsidiary has received written notice that (i) any Person providing healthcare services on behalf of any Loan Party or its Subsidiaries, or (ii) any employee or individual contractor of any Loan Party or its Subsidiaries, in either case of (i) or (ii) is charged with or has been convicted of a criminal offense related to the provision of health care items or services.

(m) Billing and Collection Practices. The billing, coding and collection practices of Loan Parties and their Subsidiaries have been and will continue to materially comply with the written reimbursement policies of Third Party Payor Programs.

ARTICLE 6

AFFIRMATIVE COVENANTS

Until the Termination Date, each Loan Party covenants and agrees with the Credit Parties that:

Section 6.1 Financial Statements and Other Information. Each Loan Party will furnish or cause to be furnished to the Administrative Agent and each Lender either in hard copy or by posting to ABLSoft, or, if requested by the Administrative Agent, by another form of Approved Electronic Communication pursuant to procedures approved in writing by the Administrative Agent:

(a) within 120 days after the end of each Fiscal Year (and (x) with respect to the Fiscal Year of Holdings and its Subsidiaries ended December 31, 2024, no later than September 30, 2025 and (y) with respect to the Fiscal Year of Holdings and its Subsidiaries ending December 31, 2025, within 135 days after the end of such Fiscal Year), (i) the audited consolidated balance sheet of Holdings and its Subsidiaries together with the related statements of income, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by FMGK or another registered independent public accounting firm of recognized standing reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied and (ii) the unaudited consolidating balance sheets of Holdings and its Subsidiaries and the related statements of income, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year and certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of Holdings and its Subsidiaries on a consolidating basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(b) within 30 days after the end of each fiscal month, the unaudited consolidated and consolidating balance sheet of Holdings and its Subsidiaries and the related unaudited statements of income, stockholders' equity and cash flows as of the end of and for such fiscal month and the then elapsed portion of the Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period

or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of Holdings and its Subsidiaries on a consolidated and consolidating basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) [reserved];

(d) concurrently with any delivery of financial statements under clause (a) or (b) above, a Compliance Certificate signed by a Financial Officer of the Borrower Agent (i) containing either a certification that no Default exists or, specifying the nature of each such Default, the nature and status thereof and any action taken or proposed to be taken with respect thereto, (ii) certifying that there have been no changes to the jurisdiction of organization or legal name of any Loan Party since the date of the last Compliance Certificate delivered pursuant to this Agreement, (iii) attaching reasonably detailed calculations demonstrating compliance with the Financial Covenant, (iv) certifying that the Borrowers have no Subsidiaries other than (A) those that existed on the Closing Date and were reflected in the Perfection Certificate on such date, (B) those formed or acquired after the Closing Date with respect to which the Administrative Agent was previously notified either pursuant to Section 6.12 of this Agreement, in an additional Perfection Certificate or in a previous Compliance Certificate, and (C) those other Subsidiaries set forth on the relevant Schedule to such Compliance Certificate, and (v) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 5.5 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such Compliance Certificate;

(e) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(f) (i) as soon as available, but in any event, no later than 30 days before the beginning of each Fiscal Year, an annual consolidated and consolidating forecast for Holdings and its Subsidiaries for such Fiscal Year prepared on a month-by-month basis, including projected consolidated and consolidating balance sheets, statements of income, cash flow, and Availability of Holdings and its Subsidiaries, all in reasonable detail acceptable to the Administrative Agent; (ii) promptly upon preparation thereof, such other forecasts that Holdings or any Subsidiary may prepare and any revisions that may be made to any forecast previously delivered to the Administrative Agent and the Lenders; and (iii) no later than 30 days after the end of each fiscal quarter in which there has been a material deviation from a forecast provided to the Administrative Agent and the Lenders, a certificate of a Financial Officer of the Borrower Agent explaining the deviation and the action, if any, that has been taken or is proposed to be taken with respect thereto; in each case the foregoing forecasts shall state all underlying assumptions;

(g) concurrently with the delivery of any Compliance Certificate under clause (d) above, a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed, including a discussion of the reasons for any significant variations from the figures for the corresponding period of the previous Fiscal Year;

(h) concurrently with the delivery of any Compliance Certificate under clause (d) above, or more frequently as may be required by the Administrative Agent in its discretion, a rolling 13-week cash flow forecast of Holdings and its Subsidiaries in form reasonably satisfactory to the Administrative Agent;

(i) as soon as possible and in any event within five Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with

the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(j) as soon as possible and in any event within five Business Days after the delivery thereof to Holdings' or any Borrower's Board of Directors, copies of all reports or other information so delivered;

(k) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(l) promptly following any request therefor, (i) such other information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under the USA PATRIOT ACT, the Beneficial Ownership Regulation or other applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Anti-Terrorism Laws (including those passed pursuant to the USA PATRIOT ACT), and (ii) such other information regarding the operations, business affairs and financial condition of Holdings or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may reasonably request.

Section 6.2 Notices of Material Events. Each Loan Party will furnish or caused to be furnished to the Administrative Agent prompt (and in any event within five (5) Business Days unless otherwise specified) written notice of the following:

(a) the occurrence of any Default, specifying the nature and extent thereof;

(b) the occurrence of any event of default in respect of any Material Indebtedness, specifying the nature and extent thereof;

(c) the filing or commencement of, or any threat or notice of intention of any Person to file or commence (including the receipt of any subpoena from, or notice of an investigation by, any Governmental Authority), or any material development in, any action, suit or Proceeding, whether at law or in equity or by or before any Governmental Authority, against, or affecting, any Loan Party or any of its Subsidiaries (together with all material notices and correspondence relating thereto) that (i) could reasonably be expected to result in a Material Adverse Effect, or (ii) which alleges potential or actual violations of any Health Care Law by any Loan Party or any Subsidiary of any Loan Party, or (iii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any other Loan Document;

(d) if requested by Administrative Agent from time to time, copies of any annual report required to be filed in connection with each Pension Plan or Foreign Plan, and as soon as possible after, and in any event within ten days after any Loan Party or any ERISA Affiliate knows or has reason to know that, any ERISA Event (or any similar event with respect to a Foreign Plan) has occurred that, alone or together with any other ERISA Event (or any similar event with respect to a Foreign Plan) could reasonably be expected to result in liability of any Loan Party or any ERISA Affiliate in an aggregate amount exceeding the Threshold Amount;

(e) as soon as possible and in no event later than five Business Days after the receipt by any Loan Party or any of its Subsidiaries, of a copy of any notice, summons, citation or other written communication concerning any actual, alleged, suspected or threatened violation of any Environmental Law by, Environmental Claim against or Environmental Liability of, any Loan Party or any of its Subsidiaries, in each case, which could reasonably be expected to have a Material Adverse Effect;

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Loan Party or any of its Subsidiaries with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by any Loan Party to its shareholders generally, as the case may be;

(g) promptly after (i) the furnishing thereof, copies of any statement or report furnished to any holder of debt securities or Indebtedness of any Loan Party or of any of its Subsidiaries pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.2 and (ii) the receipt thereof, a copy of any material notice any Loan Party receives from any holder of its Indebtedness;

(h) in the event that any Person shall become, or cease to be, a Subsidiary or a Guarantor, the Borrower Agent shall promptly furnish to the Administrative Agent an updated list of Subsidiaries or Guarantors, as the case may be;

(i) the occurrence of any other development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect;

(j) any change in the information provided in the most recently delivered Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein; and

(k) the voluntary disclosure by any Loan Party or any of its Subsidiaries to the Office of the Inspector General of the United States Department of Health and Human Services or any other Person in connection with a Third Party Payor Program (including to any contractor of such Third Party Payor Program) of an actual or potential overpayment matter involving the submission of claims to a Third Party Payor;

(l) any Loan Party, any of its Subsidiaries, any of their respective owners, officers, directors, partners, agents, managers, employees, affiliates or contractors or any Person with a “direct or indirect ownership interest” (as that phrase is defined in 42 C.F.R. §420.201) in any Loan Party or any of its Subsidiaries: (A) having a civil monetary penalty assessed against such Person pursuant to 42 U.S.C. § 1320a-7a, (B) being excluded from participation in a Federal Health Care Program (as that term is defined in 42 U.S.C. § 1320a-7b), (C) being convicted (as that term is defined in 42 C.F.R. §1001.2) of any of those offenses described in 42 U.S.C. § 1320a-7b or 18 U.S.C. §§ 669, 1035, 1347 or 1518, (D) becoming the subject of a proceeding seeking to (x) assess a penalty described in clause (A) or (y) obtain an exclusion or conviction described in clauses (B) or (C), (E) being involved or named in a U.S. Attorney complaint or in any qui tam action made or any other action taken pursuant to the False Claims Act pursuant to 31 U.S.C. § 3729 et seq.;

(m) receipt by any Loan Party or any of its Subsidiaries of any notice or communication from an accrediting organization that such Person is (A) subject to or is required to file a plan of correction with respect to any accreditation survey the findings, or (B) in danger of losing its accreditation due to a failure to comply with a plan of correction;

(n) receipt by any Loan Party or any of its Subsidiaries of a health care survey report issued by a Governmental Authority related to licensure or certification which includes any statement of deficiencies pertaining to any Loan Party or any of its Subsidiaries for which a plan of correction has not been accepted by any applicable Governmental Authority within 45 days after the issuance of a statement of deficiencies to the extent that the failure by such applicable Governmental Authority to accept such plan

of correction or loss of the related license or certification could reasonably be expected to result in damages or liabilities to such Person in excess of \$50,000;

(o) any validation review, program integrity review or material reimbursement audits related to any Loan Party or any of its Subsidiaries in connection with any Third Party Payor Program;

(p) any claim to recover any alleged overpayments with respect to any Accounts;

(q) the receipt by any Loan Party or any of its Subsidiaries of notice of any material reduction in the level of reimbursement expected to be received with respect to Accounts;

(r) any allegations of material licensure violations or fraudulent acts or omissions involving any Loan Party or any of its Subsidiaries, or, to the knowledge of any Loan Party, any Licensed Personnel;

(s) the pending or threatened imposition of any material fine, penalty or damages by any Governmental Authority under any Health Care Law against any Loan Party or any of its Subsidiaries, or, to the knowledge of any Loan Party, any Licensed Personnel;

(t) the occurrence of any material violation of, or material non-compliance with, any material requirement of any Health Care Law or any other material applicable law (including a description of such violation);

(u) any changes in any Health Care Law (including the adoption of a new Health Care Law) known to any Loan Party or any of its Subsidiaries that could reasonably be expected to have, in the aggregate, a Material Adverse Effect;

(v) notice of any Loan Party's or any of its Subsidiaries' fees in excess of \$100,000 in the aggregate for any Third Party Payor being contested or disputed by such Third Party Payor;

(w) any pending or threatened revocation, suspension, termination, probation, restriction, limitation, denial, or non-renewal with respect to any Permit or Third Party Payor Authorization;

(x) notice of the occurrence of any reportable event as defined in any corporate integrity agreement, corporate compliance agreement or deferred prosecution agreement pursuant to which any Loan Party or any of its Subsidiaries has to make a submission to any Governmental Authority or other Person under the terms of such agreement, if any; and

(y) promptly upon any Loan Party obtaining knowledge or receiving written notice thereof, all Security Breaches, all investigations by a Governmental Authority or other Person regarding an actual or possible material violation of any applicable laws regarding the privacy or security of any Loan Party Data, and all notices, allegations, complaints, and other communications relating to any of the foregoing.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer of the Borrower Agent or other executive officer of the Borrower Agent setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 6.3 Existence; Conduct of Business. Each Loan Party will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, provided that the foregoing shall not prohibit any merger, consolidation, liquidation or

dissolution permitted under Section 7.3 or any sale, lease, transfer or other disposition permitted by Section 7.5.

Section 6.4 Payment and Performance of Obligations. Each Loan Party will, and will cause each of its Subsidiaries to, pay or perform all Taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto and any other obligations that if not paid or performed, could reasonably be expected to result in a Material Adverse Effect before the same shall have become delinquent or in default; provided that (a) no such Tax or claim need be paid if it is being Properly Contested, and (b) the failure to make payment pending such contest could not reasonably be expected to result in a Lien on any property or asset owned by a Loan Party; provided further, that nothing in this Section shall be deemed to require any Loan Party to pay any subordinated Indebtedness in violation of the subordination provisions applicable thereto.

Section 6.5 Maintenance of Properties. Each Loan Party will, and will cause each of its Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

Section 6.6 Books and Records; Inspection Rights. Each Loan Party will, and will cause each of its Subsidiaries to (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accounting firm, all at the expense of the Borrowers and at such reasonable times and as often as reasonably requested; provided, however, so long as no Default or Event of Default has occurred and is continuing, the Borrowers shall only be responsible for the costs and expenses of two (2) commercial field examinations per year (excluding any commercial field examinations conducted in connection with an Acquisition) of the Loan Parties, the Collateral, and such other matters as the Administrative Agent shall deem appropriate in its Permitted Discretion; and provided further, during the existence of a Default or Event of Default, the Administrative Agent or any Lender (or any of their respective representatives) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and without advance notice.

Section 6.7 Compliance with Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property and maintain all permits and licenses necessary to conduct its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. In addition, and without limiting the foregoing, each Loan Party will, and will cause each of its Subsidiaries to, comply with all applicable Environmental Laws in all material respects, and with Anti-Corruption Laws, Anti-Money Laundering Laws, applicable Sanctions and the USA PATRIOT Act and the regulations promulgated thereunder in all respects.

Section 6.8 Use of Proceeds.

(a) The proceeds of the Loans will be used only for general corporate purposes not inconsistent with the terms hereof or in contravention of any applicable law or any Loan Document.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase, acquire or carry any Margin Stock or (b)

for any purpose that entails a violation of any of the regulations of the Board, including Regulations T, U, and X. The Borrowers will not request any Loan, and the Borrowers shall not use, and shall ensure that each Loan Party, their respective Subsidiaries and their respective directors, officers, employees and agents shall not use, the proceeds of any Loan (i) 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 Anti-Corruption Laws or (ii) in any manner that would result in the violation of any Anti-Money Laundering Laws, applicable Sanctions or any Anti-Terrorism Laws by any Person, including any Credit Party.

Section 6.9 Information Concerning Collateral. Each Loan Party will furnish to the Administrative Agent at least ten (10) days written notice (or such shorter period as agreed to by Administrative Agent) before any change in (a) the legal name or jurisdiction of incorporation or formation of any Loan Party, (b) the location of the chief executive office of any Loan Party, its principal place of business, any office in which it maintains books or records relating to Collateral owned or held by it or on its behalf or any office or facility at which Collateral owned or held by it or on its behalf (including the establishment of any such new office or facility), or (c) the identity or organizational structure of any Loan Party, or the Federal Taxpayer Identification Number or company organizational number of any Loan Party. Each Loan Party agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

Section 6.10 Insurance.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurance companies, adequate insurance for its insurable properties, all to such extent and against such risks, including fire, casualty, business interruption and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations and of same or similar size, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it (including all insurance required pursuant to the Collateral Documents); and maintain such other insurance as may be required by law.

(b) Each Loan Party will, and will cause each of its Subsidiaries to, (i) cause all insurance policies to be endorsed or otherwise amended to include an additional insured endorsement or a “standard” or “New York” lender’s loss payable endorsement, as appropriate, each in form and substance reasonably satisfactory to the Administrative Agent, and which lender’s loss payable endorsement or amendment shall provide that, from and after the Closing Date, if the insurance carrier shall have received written notice from the Administrative Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to such Loan Party under such policies directly to the Administrative Agent, (ii) cause all such policies to provide that neither such Loan Party, any Subsidiary or the Administrative Agent nor any other party shall be a co-insurer thereunder and to contain a “Replacement Cost Endorsement”, without any deduction for depreciation, and such other provisions as the Administrative Agent may reasonably require from time to time to protect its interests, (iii) upon reasonable request by the Administrative Agent deliver original or certified copies of all such policies to the Administrative Agent, (iv) cause each such policy to provide that it shall not be canceled, modified or not renewed for any other reason upon not less than 30 days’ (or 10 days’ in the case of cancellation or non-renewal as a result of the failure to pay the premium of any such policy) prior written notice thereof by the insurer to the Administrative Agent, (v) deliver to the Administrative Agent, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent) together with evidence satisfactory to the Administrative Agent of payment of the premium therefor.

(c) Each Loan Party will promptly upon request of the Administrative Agent or any other Lender, deliver to the Administrative Agent (for distribution to all Lenders), evidence of compliance by all Loan Parties with the requirements contained Sections 6.10(a) through (b) in form and substance reasonably acceptable to the Administrative Agent, including, evidence of annual renewals of such insurance.

(d) In connection with the covenants set forth in this Section 6.10, it is understood and agreed that:

(i) no Credit Party or any of its Related Parties shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.10, it being understood that (A) each Loan Party shall look solely to its insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against any Credit Party or any of their Related Parties, provided, however, that if the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then each Loan Party (for itself and each of its Subsidiaries) hereby agrees, to the extent permitted by law, to waive its right of recovery, if any, against the Credit Parties and their Related Parties; and

(ii) the designation of any form, type or amount of insurance coverage by the Administrative Agent or the Required Lenders under this Section 6.10 shall in no event be deemed a representation, warranty or advice by any Credit Party that such insurance is adequate for the purposes of the business of any Loan Party or its Subsidiaries or the protection of their properties and the Administrative Agent and the Required Lenders shall have the right from time to time to require the Loan Parties and their respective Subsidiaries to keep other insurance in such form and amount as the Administrative Agent or the Required Lenders may reasonably request; provided that such insurance shall be obtainable on commercially reasonable terms

Section 6.11 Casualty or Condemnation Events; Extraordinary Receipts.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, furnish to the Credit Parties prompt written notice of (i) each Casualty or Condemnation Event or other insured damage to any portion of any property owned or held by or on behalf of itself or any of its Subsidiaries or the commencement of any action or proceeding for the condemnation or other taking of any such property or any part thereof or interest therein under power of eminent domain or by condemnation or similar proceeding, and (ii) each Extraordinary Receipt.

(b) If any Casualty or Condemnation Event results in Net Cash Proceeds (whether in the form of insurance proceeds, condemnation award or otherwise), the Administrative Agent is authorized to collect such Net Cash Proceeds and, if received by any Loan Party or any of its Subsidiaries, such Net Cash Proceeds shall not be commingled with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent hereunder and shall be forthwith paid over to the Administrative Agent, provided that (i) to the extent that any Loan Party or any of its Subsidiaries intends to use any such Net Cash Proceeds to repair, restore, reinvest or replace assets of such Loan Party or any of its Subsidiaries as provided in the definition of Net Cash Proceeds, the Administrative Agent shall, subject to the terms and conditions of such proviso, deliver such Net Cash Proceeds to the Borrowers on behalf of the applicable Loan Party, (ii) otherwise, the Administrative Agent shall, and each Loan Party hereby authorizes the Administrative Agent to, apply such Net Cash Proceeds to prepay the Loans in accordance with Section 2.5 and (iii) all proceeds of business interruption insurance shall be paid over to the Borrowers unless an Event of Default has occurred and is continuing.

(c) All proceeds received by or paid to the Administrative Agent that do not constitute Net Cash Proceeds shall be paid over to the Borrowers on behalf of the applicable Loan Party unless an Event of Default has occurred and is continuing.

Section 6.12 Covenant to Guarantee and Provide Security.

(a) Additional Subsidiaries. If any Subsidiary of a Loan Party is formed or acquired after the Closing Date, the Borrower Agent will notify the Credit Parties in writing thereof within five Business Days following the date on which such Subsidiary is formed or acquired (or such later date as may be acceptable to the Administrative Agent in its sole discretion) and, by such date:

(i) the Loan Parties will cause each such Subsidiary to (A) execute and deliver a Subsidiary Joinder Agreement and a Perfection Certificate and (B) promptly take such actions to create and perfect Liens on such Subsidiary's assets to secure the Obligations as the Administrative Agent shall reasonably request (including the execution and delivery of any collateral document necessary or appropriate to create and perfect Liens with respect to such Subsidiary's owned or leased real property or any Collateral Access Agreement or similar document),

(ii) if any Equity Interests issued by any such Subsidiary are owned or held by or on behalf of any Loan Party, the Loan Parties will cause such Equity Interests to be pledged pursuant to the Collateral Documents not later than the tenth Business Day after the date on which such Subsidiary is formed or acquired, and

(iii) the Loan Parties will deliver or cause to be delivered to the Administrative Agent such certificates and legal opinions as would have been required had such Subsidiary been a Guarantor on the Closing Date.

(b) Further Assurances.

(i) Each Borrower will, and will cause each of the Loan Parties to, grant to the Administrative Agent, for the benefit of the Secured Parties, security interests in such of its assets and properties as are not covered by the Collateral Documents in order that the Loan Parties be in compliance with the Collateral and Guarantee Requirement. Such security interests shall (i) be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and (ii) constitute valid and enforceable perfected security interests superior to and prior to the rights of all third Persons, and subject to no other Liens, except Liens permitted by Section 7.2. Such additional collateral documents and the other instruments related thereto shall have been duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Administrative Agent required to be granted pursuant to such additional collateral documents and all taxes, fees and other charges payable in connection therewith shall have been paid in full.

(ii) Each Borrower will, and will cause each of the Loan Parties to, at its own expense, make, execute, endorse, acknowledge, file or deliver to the Administrative Agent from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, surveys, reports and other assurances or instruments, and take such further steps relating to the Collateral covered by any of the Collateral Documents as the Administrative Agent may reasonably require. Each Borrower shall cause to be delivered to the Administrative Agent such opinions of counsel and other related documents as may be reasonably requested by the Administrative Agent.

(iii) Each action required by this Section 6.12(b) shall be completed as soon as possible, but in no event later than 30 days (or such longer period in the case of actions involving third parties as determined by the Administrative Agent in its reasonable discretion) after any such assets or properties are acquired or such action is requested to be taken by the Administrative Agent, as the case may be.

(c) Real Property.

(i) Upon the acquisition by any Loan Party after Closing Date of any Real Property with a Current Value (as defined below) in excess of \$1,000,000, the Borrower Agent shall immediately notify the Administrative Agent, setting forth with specificity a description of such Real Property, including the location thereof, any structures or improvements thereon and, as determined by the Administrative Agent in its sole discretion, either an appraisal or Borrower Agent's good faith estimate of the current value of such Real Property (for purposes of this Section, the "Current Value"). The Administrative Agent shall notify the Borrower Agent whether it intends to require a Mortgage (and satisfaction of any other Mortgage Requirements) or Collateral Access Agreement with respect to such Real Property. Upon receipt of such notice requesting a Mortgage (and satisfaction of any other Mortgage Requirements) or Collateral Access Agreement, the Loan Party that has acquired such Real Property shall promptly furnish the same to the Administrative Agent. The Borrowers shall, or shall cause such Loan Party to, pay all fees and expenses, including Attorney Costs, and all title insurances charges and premiums, in connection with each Loan Party's obligations under this Section.

(ii) Notwithstanding the foregoing, no Real Property shall be taken as Collateral unless Lenders receive 45 days advance notice and each Lender confirms to the Administrative Agent that it has completed all flood due diligence, received copies of all flood insurance documentation and confirmed flood insurance compliance as required by the Flood Laws or as otherwise satisfactory to such Lender. At any time that any Real Property constitutes Collateral, no modification of a Loan Document shall add, increase, renew or extend any loan, commitment or credit line hereunder until the completion of flood due diligence, documentation and coverage as required by the Flood Laws or as otherwise satisfactory to all Lenders.

Section 6.13 Environmental Matters. Each Loan Party will, and will cause each of their respective Subsidiaries to, (a) conduct its operations in material compliance with all applicable Environmental Laws, (b) implement any and all investigation, remediation, removal and response actions that either are necessary to materially comply with applicable Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or Release of any Hazardous Material on, at, under, or from any of their owned or leased property or are requested by any Governmental Authority pursuant to Environmental Law, (c) notify the Administrative Agent promptly upon becoming aware of any violation of Environmental Laws or any Release of Hazardous Materials on, at, under, or from, any property that is reasonably likely to result in an Environmental Claim against any Loan Party or any of its Subsidiaries in excess of the Threshold Amount and promptly forward to the Administrative Agent a copy of any written communication received in connection therewith. If the Administrative Agent at any time has a reasonable basis to believe that there may be a violation of any Environmental Laws or a Release of Hazardous Materials on, at, under, or from any property owned or leased by any Loan Party or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, then, subject to Section 9.3(d), upon request by the Administrative Agent the Borrowers shall cause such Loan Party to permit the Administrative Agent to appoint a nationally-recognized independent environmental testing firm or such other consultant as the Administrative Agent shall determine, at the Loan Parties' expense, to have access to all property owned or leased by each Loan Party and each of its Subsidiaries for the purpose of conducting

such environmental testing, including subsurface sampling of soil and groundwater, as the Administrative Agent deems appropriate to investigate the subject of the potential violation or Release.

Section 6.14 Cash Management.

(a) Maintenance of Controlled Accounts. Each Loan Party shall enter into, and cause each depository securities intermediary or commodities intermediary to enter into, (i) Control Agreements providing for “springing” cash dominion with respect to any deposit account into which payments on Accounts or otherwise relating to Collateral (other than Accounts owing by Governmental Payors) are made, together with each other deposit, securities, commodity or similar account maintained by such Person (other than Excluded Accounts), and (ii) Sweep Agreements providing for a sweep pursuant to the instructions of the applicable Loan Parties, on a daily basis, of all collected and available amounts deposited therein to a Controlled Account with respect to any deposit account into which payments on Accounts owing by Government Payors are made, in each case, as of and after the Closing Date. With respect to accounts subject to “springing” Control Agreements, the Administrative Agent shall not deliver to the relevant depository, securities intermediary or commodities intermediary a notice or other instruction which provides for exclusive control over such account by the Administrative Agent unless a Cash Dominion Trigger Period has occurred and is continuing. During the continuance of a Cash Dominion Trigger Period, all cash held in any Controlled Account may, in the Administrative Agent’s discretion, be swept on a daily basis to an account designated and owned by the Administrative Agent and be applied by the Administrative Agent to repay (i) outstanding Revolving Loans (without a permanent reduction of the Revolving Commitments) and (ii) other amounts then due and payable (such amounts to be applied in accordance with Sections 2.6(g) or Section 8.3, as applicable). The Administrative Agent shall have (x) control over all funds deposited in any Controlled Account (other than funds deposited in a Segregated Governmental Account) for the ratable benefit of the Secured Parties, and (y) a Lien on all funds deposited in any Controlled Account or any Segregated Governmental Account, for the ratable benefit of the Secured Parties. The Loan Parties shall not maintain any deposit or securities accounts (other than Excluded Accounts) which are not Controlled Accounts or Segregated Governmental Accounts subject to a Sweep Agreement.

(b) Collection of Accounts Generally; Proceeds of Collateral. Each Loan Party agrees that (i) all invoices rendered and other requests made by any Loan Party for payment in respect of Accounts (other than Accounts owing by a Governmental Payor) shall contain a written statement directing payment in respect of such Accounts to be made directly to a Controlled Account (or a lockbox associated with a Controlled Account) and (ii) all invoices rendered and other requests made by any Loan Party for payment in respect of Accounts owing by a Governmental Payor shall contain a written statement directing payment in respect of such Accounts to be made directly to a Segregated Governmental Account (or a lockbox associated with a Segregated Governmental Account). All remittances received by any Loan Party in respect of Accounts, Inventory or related Collateral (including insurance proceeds) received by any Loan Party, that is not paid directly to a Controlled Account or Segregated Governmental Account, shall be deposited or otherwise transferred daily to, and otherwise maintained in, a Controlled Account. All remittances received by any Loan Party in respect of all other cash received by any Loan Party, that is not paid directly to a Controlled Account or Segregated Governmental Account, shall be deposited or otherwise transferred daily to, and otherwise maintained in, a Controlled Account (in each case, except as is permitted to be maintained in an Excluded Account). The Administrative Agent retains the right at all times after the occurrence and during the continuance of a Default or an Event of Default to notify Account Debtors that the Loan Parties’ Accounts have been assigned to the Administrative Agent and to collect the Loan Parties’ Accounts directly in its own name, or in the name of the Administrative Agent’s agent, and to charge the collection costs and expenses, including attorneys’ fees, to the Loan Parties. All remittances received by any Loan Party that are Government Receivables shall be paid into a Segregated Governmental Account, shall be deposited or otherwise transferred daily to, and otherwise maintained in accordance with a Sweep Agreement.

Section 6.15 Borrowing Base Certificates; Collateral Administration.

(a) Borrowing Base Certificates. On or before the 15th of each month from and after the date hereof, the Loan Parties shall deliver to the Administrative Agent, in form acceptable to the Administrative Agent, a Borrowing Base Certificate as of the last day of the immediately preceding month, with such supporting materials, as the Administrative Agent shall reasonably request. Notwithstanding the foregoing, if the Administrative Agent shall request at any time, the Loan Parties shall execute and deliver to Administrative Agent, in form acceptable to the Administrative Agent, a Borrowing Base Certificate on or before the fifth Business Day after the end of each week. Together with each delivery of each monthly Borrowing Base Certificate pursuant to the first sentence of this Section 6.15(a), the Loan Parties shall deliver to the Administrative Agent, in the form reasonably acceptable to the Administrative Agent, (i) reconciliations of the Accounts as shown on the month-end Borrowing Base Certificate for the immediately preceding month to the Loan Parties' accounts receivable agings, to the Loan Parties' general ledger and to the Loan Parties' most recent financial statements, (ii) a reasonably detailed aged trial balance of the Accounts, specifying the names, addresses, face values, dates of invoices and due dates for each Account Debtor obligated on an Account so listed in a form consistent with reports currently prepared by the Loan Parties with respect to such information, (iii) a reasonably detailed accounts payable aging and (iv) a summary of all payment plans in place with any customer, together with the status thereof, as of last day of the immediately preceding month.

(b) Account Verification. The Administrative Agent's officers, employees or agents shall have the right, at any time or times if an Event of Default has occurred and is continuing, in the name of the Administrative Agent, any designee of the Administrative Agent or any Loan Party, to verify the validity, amount or any other matter relating to any Accounts by mail, telephone, electronic communication or otherwise. The Loan Parties shall cooperate fully with the Administrative Agent in an effort to facilitate and promptly conclude any such verification process.

(c) Records, Schedules and Assignments of Accounts. The Loan Parties shall keep records of their Accounts and all payments and collections thereon, which records shall be complete and accurate in all material respects. The Loan Parties shall submit to the Administrative Agent (i) on such periodic basis as the Administrative Agent shall reasonably request, a sales and collections report for the preceding period, in form acceptable to the Administrative Agent, in its Permitted Discretion, and consistent with the reports currently prepared by the Loan Parties with respect to such information and (ii) upon the Administrative Agent's request therefor, copies of proof of delivery and the original copy of all documents, including, repayment histories and present status reports, relating to the Accounts and such other matters and information relating to the status of then existing Accounts as the Administrative Agent shall reasonably request. Upon request by the Administrative Agent following the occurrence and during the continuation of an Event of Default, the Loan Parties shall execute and deliver to the Administrative Agent formal written assignments of all of their Accounts on such periodic basis as the Administrative Agent shall request, which shall include all Accounts that have been created since the date of the last assignment, together with copies of invoices or invoice registers related thereto.

(d) Information Package. On or before Wednesday of each week, the Loan Parties shall deliver to the Administrative Agent an information package, in form and containing detail acceptable to the Administrative Agent, detailing the Loan Parties' collections, accrued revenue and unbilled receivables for the immediately preceding week.

(e) Collateral Access Agreements. With respect to any lease (other than leases for sales offices), warehousing agreement or any processing agreement in any case entered into after the Closing Date where Collateral in excess of \$100,000 is held, the Loan Parties shall use commercially reasonable

efforts to provide the Administrative Agent with a Collateral Access Agreement with respect to such premises.

Section 6.16 Regulatory Matters.

(a) Without limiting or qualifying Section 6.7 hereof, or any other provision of this Agreement, such Loan Party will comply (and will cause all of its Subsidiaries to comply) in all material respects with all applicable Health Care Laws and requirements of any Third Party Payor Program relating to the operation of such Person's assets, business or operations.

(b) Such Loan Party shall, and shall cause all of its Subsidiaries to, (i) obtain, maintain and preserve, and take all necessary action to timely renew, all material Permits (including, as applicable, Permits necessary for it to be eligible to receive payment and compensation from and to participate in Medicare, Medicaid or any other Third Party Payor programs) which are necessary or useful in the proper conduct of such Person's business; (ii) be and remain in material compliance with all requirements for participation in, and for licensure required to provide the goods or services that are reimbursable under, Medicare, Medicaid and other Third Party Payor Programs; (iii) cause all Licensed Personnel to comply with all applicable Health Care Laws in the performance of their duties to or for such Loan Party or any of its Subsidiaries, and to maintain in full force and effect all professional licenses and other Permits required to perform such duties; and (iv) keep and maintain all records required to be maintained by any Governmental Authority or otherwise under any Health Care Law. Such Loan Party will ensure compliance in all material respects with the billing policies, arrangements, protocols and all applicable reimbursement requirements relating to the operation of such Person's business and applicable state and federal Health Care Laws.

(c) Such Loan Party shall, and shall cause all of its Subsidiaries to, maintain one or more corporate and health care regulatory compliance programs which addresses the requirements of Health Care Laws, including HIPAA and other applicable Privacy Laws, and includes at least the following components: (i) standards of conduct and procedures that describe compliance policies regarding laws with an emphasis on prevention of fraud and abuse; (ii) a specific officer within high-level personnel identified as having overall responsibility for compliance with such standards and procedures; (iii) training and education programs which effectively communicate the compliance standards and procedures to employees and agents, including fraud and abuse laws and illegal billing practices; (iv) auditing and monitoring systems and reasonable steps for achieving compliance with such standards and procedures, including publicizing a report system to allow employees and other agents to anonymously report criminal or suspect conduct and potential compliance problems; (v) disciplinary guidelines and consistent enforcement of compliance policies, including discipline of individuals responsible for the failure to detect violations of such compliance programs; and (vi) mechanisms to immediately respond to detected violations of such compliance programs. Such Loan Party shall, and shall cause all of its Subsidiaries to, modify such compliance programs from time to time, as may be necessary to ensure continuing compliance with all applicable Health Care Laws. Upon request, the Administrative Agent (or its consultants) shall be permitted to review such compliance programs. Such Loan Party shall, and shall cause all of its Subsidiaries to, modify such compliance programs from time to time as they or their respective advisors deem necessary to ensure continuing material compliance with applicable Health Care Laws.

(d) Such Loan Party shall, and shall cause all of its Subsidiaries to, promptly furnish or cause to be furnished to the Administrative Agent (in such form as may be reasonably required by the Administrative Agent) copies of all non-privileged reports, correspondence, pleadings and other communications relating to any matter that could lead to the loss, revocation or suspension (or threatened loss, revocation or suspension) of any material Permit or of any material qualification of the Borrowers, any Loan Party or any Subsidiary, provided that any internal reports to a Person's compliance "hotline",

which are promptly investigated and either determined to be without merit or unsubstantiated shall not be included within the scope of this Section.

Section 6.17 Certain Post-Closing Obligations. As promptly as practicable, and in any event within the time periods after the Closing Date specified in Schedule 6.17 or such later date as the Administrative Agent reasonably agrees to in writing, each Loan Party shall deliver the documents or take the actions specified on Schedule 6.17.

Section 6.18 Cloud Access. Upon request from the Administrative Agent during the existence of an Event of Default, Loan Parties shall promptly provide to the Administrative Agent access to their Cloud Storage System, including a valid and applicable username and password, shall grant the Administrative Agent appropriate permissions in such Cloud Storage System to enable the Administrative Agent to have “read-only” access to Loan Parties’ files and the ability to download such files from such Cloud Storage System, and shall not invalidate the Administrative Agent’s access to such Cloud Storage System. Following such request and during the continuation of an Event of Default, if the Loan Parties change their username or password for their Cloud Storage System, then the Loan Parties shall promptly provide to the Administrative Agent a new valid username and/or password with the same permissions described above. If the Loan Parties change their Cloud Service Provider, then the Loan Parties shall promptly provide written notice to the Administrative Agent of such change. Loan Parties shall pay and keep current all amounts due to the Cloud Service Provider under any applicable agreement related to the Cloud Storage System provided by such Cloud Service Provider.

ARTICLE 7

NEGATIVE COVENANTS

Until the Termination Date, each Loan Party covenants and agrees with the Credit Parties that:

Section 7.1 Indebtedness; Equity Interests.

(a) The Loan Parties will not, and will not permit any of their Subsidiaries to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents;

(ii) Indebtedness existing on the Closing Date and set forth in Schedule 7.1, and any and any Refinancing Indebtedness with respect thereto;

(iii) Indebtedness of any Borrower or any of its Subsidiaries incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capitalized Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and any Refinancing Indebtedness with respect thereto, provided that (A) such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvement and (B) the aggregate outstanding principal amount of Indebtedness permitted by this clause (iii) shall not, without duplication, exceed \$1,000,000 at any time;

(iv) unsecured intercompany Indebtedness of any Borrower or any Subsidiary owing to and held by any Loan Party (other than Holdings) or any Subsidiary; provided that (A) all such Indebtedness shall be evidenced by the Intercompany Note and, if owed to any Loan Party, such Indebtedness shall be subject to a first priority Lien pursuant to the Security Agreement, (B) all

such Indebtedness shall be subordinated in right of payment to the payment in full of the Obligations pursuant on terms acceptable to Administrative Agent (including pursuant to the Intercompany Subordination Agreement) and (C) the aggregate amount of all such Indebtedness owing by a Subsidiary that is not a Loan Party to a Loan Party shall not exceed \$100,000 at any time outstanding;

(v) obligations under any Swap Agreements permitted by Section 7.7;

(vi) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or other similar instrument drawn against insufficient funds in the ordinary course of business;

(vii) Indebtedness incurred in the ordinary course of business under (A) appeal bonds or similar instruments and (B) surety bonds, payment bonds, performance bonds, bid bonds, completion guarantees and similar obligations, workers' compensation claims, health, disability or other employee benefits, and bankers acceptances issued for the account of any Loan Party or its Subsidiaries and unsecured guarantees thereof;

(viii) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party or any of its Subsidiaries, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(ix) the Term Loan Debt in an aggregate principal amount not to exceed the amount permitted pursuant to the Intercreditor Agreement;

(x) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value card, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case incurred in the ordinary course of business; and

(xi) additional unsecured Indebtedness in an aggregate principal amount not to exceed \$500,000 at any one time outstanding.

(b) The Loan Parties will not, and will not permit any of their respective Subsidiaries to, (i) issue any Disqualified Equity Interests, or (ii) be or become liable in respect of any obligation (contingent or otherwise) to purchase, redeem, retire, acquire or make any other payment in respect of any Equity Interests of any Loan Party or any of its Subsidiaries, except as permitted under Section 7.8.

Section 7.2 Liens. The Loan Parties will not, and will not permit any of their respective Subsidiaries to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Liens created under the Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of any Borrower or any Subsidiary existing on the Closing Date and set forth in Schedule 7.2, provided that (i) such Lien shall not apply to any other property

or asset of any Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the Closing Date and any extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) any Lien on fixed or capital assets acquired, constructed or improved by any Borrower or any Subsidiary, provided that (i) such Lien secures Indebtedness permitted by Section 7.1(a)(iii), (ii) such Lien and the Indebtedness secured thereby are incurred prior to or within 90 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such Lien shall not apply to any other property or assets of Holdings, any Borrower or any Subsidiary;

(e) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 7.1(a)(viii);

(f) Liens securing the Term Loan Debt so long as such Liens are subject to the Intercreditor Agreement;

(g) Liens of a depository bank or securities intermediary permitted by any Control Agreement; and

(h) Liens (other than Liens securing Indebtedness for borrowed money) not otherwise permitted hereunder not at any time exceeding \$500,000 in the aggregate.

Section 7.3 Fundamental Changes; Business; Fiscal Year.

(a) The Loan Parties will not, and will not permit any of their respective Subsidiaries to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise Dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the Equity Interests issued by any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve or consummate a Division, provided that, if at the time thereof and immediately after giving effect thereto, no Default or Event of Default shall or would have occurred and be continuing:

(i) any Borrower or any Subsidiary may merge into or consolidate with any Loan Party or other Subsidiary; provided that (A) in the case of a merger involving the Company, the Company shall be the surviving entity of such merger, (B) in the case of a merger involving any Borrower (other than the Company), such Borrower shall be the surviving entity of such merger, and (C) in the case of a merger involving any Loan Party (other than a Borrower), such Loan Party shall be the surviving entity of such merger;

(ii) any Guarantor (other than Holdings) may sell, transfer, lease or otherwise Dispose of all or substantially all of its assets to any Borrower or to any Guarantor;

(iii) any sale, transfer, lease or other Disposition permitted by Section 7.5; and

(iv) any Guarantor (other than Holdings) may liquidate or dissolve so long as any remaining assets of such Guarantor are transferred to another Loan Party; provided that, in each case, the Borrower Agent determines in good faith that such liquidation or dissolution is in the best interests of the Loan Parties and their Subsidiaries and is not disadvantageous to the Administrative Agent or any Lender in any material respect.

(b) The Loan Parties will not, and will not permit any of their Subsidiaries to, engage to any material extent in any business other than an Approved Line of Business.

(c) The Loan Parties will not, and will not permit any of their Subsidiaries to, change its Fiscal Year.

(d) The Loan Parties will not permit any Specified Subsidiary to (i) own any assets (other than assets of a *de minimus* nature), (ii) have any liabilities (other than liabilities arising under the Loan Documents and the Term Loan Documents), or (iii) engage in any business activity.

Section 7.4 Investments, Loans, Advances, Guarantees and Acquisitions. The Loan Parties will not, and will not permit any of their Subsidiaries to, purchase, hold or acquire (including pursuant to any merger or Division) any Investment, make or permit to exist any Guarantees of any obligations of, or make or permit to exist any investment or any other interest in, any other Person, make any Acquisition or purchase or otherwise enter into or become party to any derivative transaction, except:

(a) Investments in cash and Cash Equivalents;

(b) Investments existing on the Closing Date and set forth in Schedule 5.13 and Schedule 7.4, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(c) Investments constituting Indebtedness made by (i) any Loan Party to any Subsidiary thereof or (ii) any Subsidiary to any Loan Party or another Subsidiary, in each case subject to the limitations set forth in Section 7.1(a)(iv);

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business as a result of insolvency, bankruptcy, reorganization, or other similar proceeding involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) deposits of cash made in the ordinary course of business to secure performance of (i) operating leases and (ii) other contractual obligations that do not constitute Indebtedness;

(f) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(g) advances made in connection with purchases of goods or services in the ordinary course of business; and

(h) Investments of a type not otherwise described above, not to exceed \$500,000 in the aggregate.

In determining the amount of Investments, acquisitions, loans, and advances permitted under this Section 7.4, Investments and acquisitions shall always be taken at the original cost thereof (regardless of any subsequent appreciation or depreciation therein), and loans and advances shall be taken at the principal amount thereof then remaining unpaid.

Section 7.5 Dispositions. The Loan Parties will not, and will not permit any of their Subsidiaries to, Dispose of any of its assets except:

(a) issuances of Equity Interests (other than Disqualified Equity Interests) by any Subsidiary of a Loan Party to a Loan Party, in each case subject to the Collateral and Guarantee Requirement and Section 2.5(b)(i)(B);

(b) (i) the sale of inventory in the ordinary course of business and (ii) the lease or sublease of assets in the ordinary course of business;

(c) the use or transfer of money, cash or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

(d) the granting of Liens permitted by Section 7.2, the making of Investments permitted by Section 7.4, and the making of Restricted Payments permitted by Section 7.8;

(e) the licensing and sublicensing on a non-exclusive basis of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business and not interfering in any respect with the ordinary conduct of or materially detracting from the value of the business of Holdings or its Subsidiaries;

(f) any Casualty or Condemnation Event and the Disposition of any property subject thereto;

(g) (i) the abandonment, cancellation or lapse of issued patents, registered trademarks and other registered intellectual property of a Loan Party or Subsidiary thereof to the extent, in such Loan Party's reasonable business judgment, not economically desirable in the conduct of such Loan Party's business or so long as such lapse is not materially adverse to the interests of the Lenders and (ii) the expiration of patents in accordance with their statutory terms;

(h) the sale of assets (other than (i) assets of the type included in the calculation of the Borrowing Base and (ii) Equity Interests of any Subsidiary, unless all of the Equity Interests of such Subsidiary (other than any Borrower or Holdings) are sold in accordance with this clause (h)) for at least fair market value, so long as (A) no Default then exists or would immediately result therefrom, (B) at least 75% of the consideration received by the applicable Loan Party consists of cash or Cash Equivalents and is paid at the time of the closing of such sale, (C) the Net Cash Proceeds therefrom are applied and/or reinvested as (and to the extent) required by Section 2.5(b)(i)(A) and (D) the aggregate amount of the cash and non-cash proceeds received from all assets sold pursuant to this clause (h) and clause (j) below shall not exceed \$1,000,000 in the aggregate in any Fiscal Year (for this purpose, using the fair market value of property other than cash and Cash Equivalents);

(i) any trade in of equipment in exchange for other equipment in the ordinary course of business;

(j) Dispositions of Equipment that is surplus, worn out, damaged or obsolete in the ordinary course of business, so long as the aggregate amount of the cash and non-cash proceeds received from all assets disposed of pursuant to this clause (j) and clause (h) above shall not exceed \$1,000,000 in the aggregate in any Fiscal Year;

(k) Dispositions of past due accounts receivable in the ordinary course of business (including any discount and/or forgiveness thereof) in connection with the collection or compromise thereof and, in any event, not involving any securitization or financing thereof;

(l) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries (other than the Borrowers) to a Loan Party

(other than Holdings), and (ii) from any Subsidiary of Holdings that is not a Loan Party to any other Subsidiary of Holdings; and

(m) the unwinding or terminating of hedging arrangements or transactions contemplated by any Swap Agreement which are not prohibited hereunder.

Section 7.6 Sale Leaseback Transactions. The Loan Parties will not, and will not permit any of their Subsidiaries to, enter into any Sale Leaseback arrangement, directly or indirectly, with any Person.

Section 7.7 Swap Agreements. The Loan Parties will not, and will not permit any of their Subsidiaries to, enter into any Swap Agreement, except (a) Swap Agreements entered into in the ordinary course of business to hedge or mitigate risks to which Holdings or any Subsidiary has actual exposure (other than those in respect of Equity Interests of Holdings or any Subsidiary) and that are not for speculative purposes and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of such Loan Party or Subsidiary.

Section 7.8 Restricted Payments. The Loan Parties will not, and will not permit any of their Subsidiaries to, declare or make, or agree to pay for or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except:

(a) subject to the Collateral and Guarantee Requirement, any Subsidiary of Holdings may declare and pay, and agree to pay, dividends and other distributions with respect to its Equity Interests payable solely in perpetual common Equity Interests (other than Disqualified Equity Interests);

(b) any Subsidiary of Holdings may declare and pay dividends or other distributions with respect to its Equity Interests to Holdings or any Guarantor;

(c) Holdings may declare and pay Permitted Tax Distributions; and

(d) any Loan Party to Holdings in order to pay taxes, charges or assessments, including but not limited to sales, use, transfer, rental, ad valorem, value added, stamp, property, consumption, franchise, license, capital, net worth, gross receipts, excise, occupancy, intangibles or similar taxes, charges or assessments, in all events not to exceed such amounts required to be paid for Holdings to maintain its corporate existence.

Section 7.9 Transactions with Affiliates. The Loan Parties will not, and will not permit any of their Subsidiaries to, Dispose (including pursuant to a merger or Division) of any property or assets to, or purchase, lease or otherwise acquire (including pursuant to a merger or Division) any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business and at prices and on terms and conditions not less favorable to such Loan Party or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties and that are fully disclosed to the Administrative Agent prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of \$1,000,000 for any single transaction or series of related transactions (it being understood that this Section shall not apply to any transaction that is expressly permitted under Sections 7.1, 7.3, 7.4, 7.5, or 7.8 between or among the Loan Parties and not involving any other Affiliate), and (b) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary, and not to exceed \$3,000,000 in the aggregate in any Fiscal Year.

Section 7.10 Restrictive Agreements. The Loan Parties will not, and will not permit any of their Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of any Loan Party or any of its Subsidiaries to create, incur or permit to exist any Lien upon any of its property or assets (unless such agreement or arrangement does not prohibit, restrict or impose any condition upon the ability of any Loan Party to create, incur or permit to exist, or the ability of the Administrative Agent to exercise any right or remedy with respect to, any Lien in favor of the Secured Parties created under the Loan Documents) or (b) the ability of any Subsidiary to pay dividends or make other distributions with respect to any of its Equity Interests or to make or repay loans or advances to the Borrowers or any other Subsidiary or to Guarantee Indebtedness of the Borrowers or any other Subsidiary, provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by the Loan Documents, (B) restrictions and conditions existing on the Closing Date identified on Schedule 7.10 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), and (C) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to its Subsidiary that is to be sold and such sale is permitted hereunder, (ii) clause (a) of this Section shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, and (iii) clause (a) of this Section shall not apply to customary provisions in agreements restricting the assignment thereof.

Section 7.11 Amendment of Material Documents. The Loan Parties will not, and will not permit any of their Subsidiaries to, amend, supplement modify or waive any of its rights under any agreement pursuant to which any Subordinated Debt is issued or any of its Organizational Documents, other than immaterial amendments, modifications or waivers that could not reasonably be expected to adversely affect the Credit Parties or the Loan Parties, provided that the Borrower Agent shall deliver or cause to be delivered to the Administrative Agent and each Lender a copy of all amendments, modifications or waivers thereto promptly after the execution and delivery thereof.

Section 7.12 Financial Covenant

(a) Minimum Availability. The Loan Parties will not permit Availability at any time to be less than \$5,000,000.

(b) [Reserved].

Section 7.13 Payments on Subordinated Debt; Payments on Term Loan Debt. The Loan Parties will not, and will not permit any of their Subsidiaries to, declare or make, or agree to pay for or make, directly or indirectly, any payment of principal or interest or any purchase, redemption, retirement, acquisition or defeasance with respect to any Indebtedness of such Person which is subordinated to the payment of the Obligations except that Holdings, the Company, or any Subsidiary may make payments of Subordinated Debt to the extent permitted by the subordination provisions applicable thereto. The Loan Parties will not, and will not permit any of their Subsidiaries to, make any prepayments (including voluntary prepayments) of principal in respect of any Term Loan Debt; provided, that the Loan Parties may make (a) regularly scheduled payments of interest, (b) regularly scheduled payments of principal and prepayments (whether mandatory or voluntary) as required by the Term Loan Agreement (as in effect on the Closing Date or as amended in a manner not prohibited by the Intercreditor Agreement) to the extent permitted by the Intercreditor Agreement and (c) (i) with respect to regularly scheduled payments of principal and prepayments (whether mandatory or voluntary) under the Term Loan Agreement (as in effect on the Closing Date or as amended in a manner not prohibited by the Intercreditor Agreement) due on account of the Loan Parties' receipt of the proceeds of employee retention credits prior to the Closing Date, up to an amount equal to such payments if and to the extent (A) no Event of Default exists or would result from such

mandatory prepayment and (B) Availability is not less than \$17,500,000 at the time of and immediately after giving effect to such prepayment. and (ii) from the proceeds of any other employee retention credits received by Loan Parties after the Closing Date in an aggregate amount not exceeding \$23,000,000, regularly scheduled payments of principal and prepayments (whether mandatory or voluntary) under the Term Loan Agreement (as in effect on the Closing Date or as amended in a manner not prohibited by the Intercreditor Agreement) so long as (A) no Event of Default exists or would result from such mandatory prepayment and (B) Availability is not less than \$12,000,000 at the time of and immediately after giving effect to such prepayment.

Section 7.14 Hazardous Materials. The Loan Parties will not, and will not permit any of their Subsidiaries or agents to, cause or permit a Release or threat of Release of Hazardous Materials on, at, in, above, to, from or about any of the property where such Release or threat of Release would (a) violate, or form the basis for any Environmental Claims under, any Environmental Law or any Environmental Permit or (b) otherwise adversely impact the value or marketability of any property of any Loan Party or any of its Subsidiaries or any of the Collateral, other than in the case of clause (a) or (b) such Release, violation or Environmental Claim as could not reasonably be expected to result in a material Environmental Liability.

Section 7.15 Transactions with New York Professional Corporations. The Loan Parties will not, and will not permit any of their Subsidiaries to, Dispose of any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of the New York Professional Corporations.

Section 7.16 Additional Covenants Applicable to Holdings. Holdings shall not (i) incur, directly or indirectly, any Indebtedness or any other obligation or liability whatsoever other than the Indebtedness incurred under the Loan Documents and the Term Loan Documents; (ii) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by it other than Liens permitted under Section 7.2 of this Agreement; (iii) engage in any business or activity or own any assets other than (A) holding 100% of the Equity Interests of the Company; (B) performing its obligations and activities incidental thereto under the Loan Documents and the Term Loan Documents; (C) making Restricted Payments and Investments to the extent permitted by this Agreement; (D) maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance); (E) participating in tax and other administrative matters as a member of the consolidated group of Holdings, Company, and Company's Subsidiaries, in the ordinary course of business; (F) holding any cash incidental to any activities permitted under this Section 7.16, in the ordinary course of business; (G) providing indemnification to officers, managers, and directors, in the ordinary course of business; and (H) activities and undertakings performed directly in furtherance of the foregoing; (iv) consolidate with or merge with or into, or convey, transfer, divide, allocate or lease all or substantially all its assets to, any Person; (v) sell or otherwise dispose of any Equity Interests of any of its Subsidiaries; (vi) create or acquire any Subsidiary or make or own any Investment in any Person other than Company; or (vii) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons.

ARTICLE 8

EVENTS OF DEFAULT

Section 8.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment of Principal or Interest. Any Loan Party shall fail to pay (i) any principal when due and (ii) interest on, any Loan within three (3) Business Days of when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise.

(b) Other Non-Payment. Any Loan Party shall fail to pay any fee, commission or any other amount (other than an amount referred to in clause (a) of this Section) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three Business Days.

(c) Representations and Warranties. Any representation or warranty made or deemed made by or on behalf of any Loan Party or any of its Subsidiaries in or in connection with any Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document, shall prove to have been incorrect in any material respect when made or deemed made.

(d) Specific Covenants. Any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Sections 6.1, 6.2(a), 6.3, 6.4, 6.6, 6.7, 6.8, 6.10, 6.12, 6.14, 6.15 or 6.17, in Article 7 or any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Collateral Document to which it is a party.

(e) Other Covenants. Any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document to which it is a party (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 30 days after the occurrence thereof.

(f) Cross Default - Payment Default on Material Indebtedness. Any Loan Party shall fail to make any payment (whether of principal, interest or otherwise and regardless of amount) in respect of any Material Indebtedness when and as the same shall become due and payable (after giving effect to any applicable grace period).

(g) Other Cross-Defaults. (i) An Event of Default under (as defined in) the Term Loan Documents shall have occurred (after giving effect to any applicable grace periods), (ii) any event or condition occurs that results in any other Material Indebtedness becoming due prior to its scheduled maturity or payment date, or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due prior to their scheduled maturity or payment date or to require the prepayment, repurchase, redemption or defeasance thereof prior to their scheduled maturity or payment date (in each case after giving effect to any applicable notice and any applicable cure period or (iii) any Loan Party or any of its Subsidiaries shall breach or default on any Secured Swap Agreement Obligation.

(h) Involuntary Proceedings. An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Loan Party or any of its Subsidiaries or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or any of its Subsidiaries or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) Voluntary Proceedings. Any Loan Party or any of its Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, conservator or similar official for any Loan Party or any of its Subsidiaries or for a substantial part of its assets, (iv) file an answer admitting the material

allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing.

(j) Inability to Pay Debts. Any Loan Party or any of its Subsidiaries shall become unable, admit in writing its inability or fail generally to pay its debts as they become due.

(k) Judgments; Settlements. With respect to any Loan Party or any of its Subsidiaries, the issuance or existence of one or more (i) judgments for the payment of money in an aggregate amount in excess of the Threshold Amount, shall be rendered against any Loan Party or any of its Subsidiaries or any combination thereof (which shall not be fully covered (without taking into account any applicable deductibles) by insurance from an unaffiliated insurance company with an A.M. Best financial strength rating of at least A-, it being understood that even if such amounts are covered by insurance from such an insurance company, such amounts shall count against such basket if responsibility for such amounts has been denied by such insurance company) and the same shall remain undischarged or unbonded for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party or any of its Subsidiaries to enforce any such judgment, or (ii) settlement agreements with any Governmental Authority in excess of \$2,500,000.

(l) ERISA Events. (i) An ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of any Loan Party or any of its Subsidiaries (or in the case of an ERISA Event described in subsection (b) of the definition of that term in Section 1.1, could reasonably be expected to subject any Loan Party, any of its Subsidiaries, any Pension Plan, any trust created thereunder, any trustee or administrator thereof, or any party dealing with any Pension Plan or trust to a tax or penalty on “prohibited transactions” under Section 502 of ERISA or Section 4975 of the Code) in an aggregate amount that would reasonably be expected to result in a Material Adverse Effect, (ii) an ERISA Event shall occur with respect to a Pension Plan or Multiemployer Plan that constitutes grounds for appointment of a trustee for or termination by the PBGC of any Pension Plan or Multiemployer Plan; (iii) a Loan Party or ERISA Affiliate shall fail to pay when due any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan; or (iv) any event similar to the foregoing shall occur or exist with respect to a Foreign Plan; or (v) there shall be at any time a Lien imposed against the assets of any Loan Party or ERISA Affiliate under Section 412 or Section 430 of the Code or Sections 302, Section 303, or Section 4068 of ERISA.

(m) Invalidity of Loan Documents. Any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document.

(n) Guarantees. The Loan Guaranty shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of the Loan Guaranty, or any Guarantor shall fail to comply with any of the terms or provisions of the Loan Guaranty, or any Guarantor shall deny that it has any further liability under the Loan Guaranty or shall give notice to such effect, including, but not limited to notice of termination delivered pursuant to Article 11.

(o) Liens. Any Lien purported to be created under any Collateral Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material portion of the

Collateral, with the priority required by the applicable Collateral Document, except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents or (ii) as a result of the Administrative Agent's failure to maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Agreement.

(p) Regulatory.

(i) There shall occur the loss, suspension, revocation, termination, rescission, non-renewal or forfeiture or any similar administrative action with respect to one or more material Permits, Third Party Payor Authorizations or any Loan Party's or its Subsidiaries' participation in any Third Party Payor Program;

(ii) there shall occur any Proceeding that, when taken together with all other Proceedings that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(iii) any Loan Party, any of its Subsidiaries, any of their respective owners, officers, directors, partners, agents, managers, employees, affiliates or contractors or any Person with a "direct or indirect ownership interest" (as that phrase is defined in 42 C.F.R. §420.201) in any Loan Party or any of its Subsidiaries: (A) has a civil monetary penalty assessed against such Person pursuant to 42 U.S.C. § 1320a-7a, (B) is excluded from participation in a Federal Health Care Program (as that term is defined in 42 U.S.C. § 1320a-7b), (C) is excluded from any Third Party Payor Program pursuant to 42 U.S.C. § 1320a-7 and related regulations or is otherwise debarred, disqualified, suspended or excluded from participation in any Third Party Payor Program, any other federal healthcare program or any other federal program or is listed on the General Services Administration list of excluded parties, (D) is "suspended" or "debarred" from selling products to the U.S. government or its agencies pursuant to the Federal Acquisition Regulation relating to debarment and suspension applicable to federal government agencies generally (42 C.F.R. Subpart 9.4) or other applicable laws or regulations, (E) is convicted (as that term is defined in 42 C.F.R. §1001.2) of any of those offenses described in 42 U.S.C. § 1320a-7b or 18 U.S.C. §§ 669, 1035, 1347 or 1518, (F) becomes the subject of a proceeding seeking to (x) assess a penalty described in clause (A) or (y) obtain an exclusion, suspension, debarment, disqualification or conviction described in clauses (B) through (E), (G) is involved or named in a U.S. Attorney complaint or in any qui tam action made or any other action taken pursuant to the False Claims Act pursuant to 31 U.S.C. § 3729 et seq., or (H) is or becomes subject to any private payor or Governmental Authority civil or criminal investigations or inquiries, proceedings, validation review, program integrity review or statement of charges related to its compliance with Health Care Laws or involving its participation in Third Party Payor Programs or its billing practices with respect thereto, other than such governmental or third party payor review of claims in the ordinary course for coverage, payment, or medical necessity where such amounts would be considered immaterial;

(iv) any Loan Party or any of its Subsidiaries materially breaches, defaults under, experiences a reportable event (or similar) in connection with or receives a demand letter in relation to any corporate integrity agreement with any Governmental Authority;

(v) any Loan Party, any of its Subsidiaries or any of their respective owners, officers, directors, partners, agents, managers or managing employees is found guilty of fraud or convicted of a felony relating to any Third Party Payor Program, is identified as the target of a criminal investigation relating to a Third Party Payor Program or is indicted for a felony relating to a Third Party Payor Program; or

(vi) any Loan Party or any Licensed Personnel shall enter into any settlement or other agreement with CMS or any other Governmental Authority regarding billing practices that results in liability, for which the aggregate obligations at the time outstanding for all such agreements that results in aggregate liability, as to any single or related series of transactions, incidents or conditions, in an amount in excess of the Threshold Amount.

(q) Change of Control. A Change of Control shall occur.

(r) Cessation of Business. Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than fifteen (15) days.

(s) Criminal Forfeiture. Any Loan Party or any senior officer thereof shall be criminally indicted or found guilty under any criminal statute, or commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture of any material portion of property of any Loan Party.

(t) Loss or Damage to Collateral. Any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than thirty (30) consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party.

(u) Invalidity of Subordination Provisions. The subordination provisions of any agreement or instrument governing any Subordinated Debt shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect, or any Loan Party shall contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations for any reason shall not have the priority contemplated by this Agreement or such subordination provisions.

(v) Deposit Account Agreements. Any Loan Party shall have sent, with respect to a Sweep Agreement, an order or instruction that amends, replaces, terminates or otherwise modifies the sweep instructions with respect to amounts deposited therein; any Loan Party shall have terminated a Sweep Agreement; or any bank at which any deposit account, blocked account, or lockbox account is maintained shall terminate or fail to comply with any of the terms of any deposit account, blocked account, lockbox account or similar agreement (including any Control Agreement or Sweep Agreement) to which such bank is a party.

(w) Facilities. Any default or event of default shall occur under any lease with respect to a location where a Loan Party maintains its books and records.

(x) Material Difference in Financials. The audited financial statements of Holdings and its Subsidiaries delivered to the Administrative Agent pursuant to Section 6.1(a) materially differ from the unaudited monthly financials of Holdings and its Subsidiaries delivered to the Administrative Agent pursuant to Section 6.1(b) with respect to the corresponding Fiscal Year.

(y) Material Adverse Effect. An event or development occurs which could reasonably be expected to have a Material Adverse Effect.

Section 8.2 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, then, and in every such event (other than an event described in Section 8.1(h) or (i)), and at any time

thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Agent, take either or both of the following actions (whether before or after the Closing Date), at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of each Loan Party accrued under the Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Loan Party, and in case of any event described in Section 8.1(h) or (i), the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of each Loan Party accrued under the Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Loan Party.

Section 8.3 Application of Funds. After the exercise of remedies provided for in Section 8.2 (or after the Loans have automatically become immediately due and payable), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to the payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article 3), in each case payable to the Administrative Agent in its capacity as such;

Second, to the extent of any excess of such proceeds, to the payment of that portion of the Obligations constituting fees, indemnities and other amounts, payable to the Credit Parties (including fees, charges and disbursements of counsel to the respective Credit Parties and amounts payable under Article 3), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to the extent of any excess of such proceeds, to the payment of that portion of the Obligations constituting accrued and unpaid interest on the Revolving Loans and other Obligations, ratably among the Revolving Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to the extent of any excess of such proceeds, to the payment of that portion of the Obligations constituting unpaid principal of the Revolving Loans, ratably among the Revolving Lenders in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the extent of any excess of such proceeds, to the payment of all other Obligations that are due and payable to the Secured Parties or any other holder of Obligations, or any of them, on such date, ratably based on the respective aggregate amounts of all such Obligations owing to the Secured Parties on such date; and

Last, to the extent of any excess of such proceeds, the balance, if any, after all of the Obligations (other than contingent indemnification and expense reimbursement obligations, in each case, for which no claims have been asserted or amounts requested to be paid) have been paid in full, to the Borrowers or as otherwise required by law.

Notwithstanding anything to the contrary set forth above, Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

ARTICLE 9

THE ADMINISTRATIVE AGENT

Section 9.1 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Wingspire to act on its behalf as the Administrative Agent hereunder and under the other Loan 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 Article are solely for the benefit of the Administrative Agent and the Lenders, and neither any Borrower nor any other Loan 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 Loan 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.

Section 9.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not 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, Holdings 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.

Section 9.3 Exculpatory Provisions.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may affect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent 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 shall believe in good faith shall be necessary, under the circumstances as provided in Section 8.2 and Section 10.2), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the Borrower Agent or a Lender.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report 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 Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) The Administrative Agent shall not be responsible or have any liability for, or have any duty to investigate a violation or potential violation of an Environmental Law or a Release or threat of Release of a Hazardous Material pursuant to Section 6.13, nor shall it have any liability for any action it takes or does not take in connection with any such investigation.

Section 9.4 Reliance by Administrative Agent. The Administrative 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. The Administrative 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 Loan Parties), 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.

Section 9.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of this Agreement as well as activities as Administrative Agent. The Administrative 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 and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower Agent. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower Agent, to appoint a successor, which shall be a lender or other corporate finance company. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the “Resignation Effective Date”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above, provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower Agent and such Person remove such Person as Administrative Agent and, in consultation with the Borrower Agent, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the “Removal Effective Date”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, 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, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.3 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Section 9.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed

appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.8 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no agent listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender hereunder.

Section 9.9 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan 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 Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other 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 Section 10.3) 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, or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent Section 10.3.

Section 9.10 Collateral and Guarantee Matters.

(a) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion,

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (A) at the Termination Date, (B) that is sold or otherwise Disposed of or to be sold or otherwise Disposed of as part of or in connection with any sale or other Disposition permitted under the Loan Documents (including all of the Collateral of a Guarantor which is released from its obligations under the Loan Documents pursuant to clause (iii) below); provided, however, any sale or Disposition of all or substantially all of the Collateral or all or substantially all of the value of the Guarantees under the Loan Guaranty shall be subject to Section 10.2(b), or (C) subject to Section 10.2, if approved, authorized or ratified in writing by the Required Lenders;

(ii) (A) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.2(d) and (B) to enter into the Intercreditor Agreement and any amendment thereto to the extent not expressly prohibited hereunder; and

(iii) to release any Guarantor from its obligations under the Loan Documents if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents, provided, however, that the release of all or substantially all of the Collateral or all or substantially all of the value of the Guarantees under the Loan Guaranty shall be subject to Section 10.2(b).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Loan Documents pursuant to this Section 9.10.

(b) The Administrative 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 Lien thereon, or any certificate prepared by any Loan 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.

Section 9.11 Cash Management Obligations and Swap Agreement Obligations. Except as otherwise expressly set forth herein or in the Security Agreement, any other Collateral Document or any other Loan Document, no Person holding Secured Cash Management Obligations or Secured Swap Agreement Obligations that obtains the benefits of any Guarantee under the Guarantee Agreement or any Collateral by virtue of the provisions hereof or of any Loan 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 Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral or amendment to any Loan Document (including any Collateral Document)) other than in its capacity as a Lender or Administrative Agent and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article 9 to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Cash Management Obligations or Secured Swap Agreement Obligations except to the extent expressly required hereunder. The Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Cash Management Obligations and Secured Swap Agreement Obligations.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

(i) if to any Loan Party:

c/o Select Rehabilitation, LLC
2600 Compass Road
Glenview, IL 60026
Attention: Neal Deutsch and Tara Diebling
Email: ndeutsch@selectrehab.com and tara.diebling@selectrehab.com

with copy to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661
Attention: Andrew C. Lillis, Esq.
Email: andrew.lillis@katten.com

- (ii) the Administrative Agent:

Wingspire Capital LLC
11720 Amber Park Drive
Suite 500
Alpharetta, GA 30009
Attn: Select Rehabilitation Portfolio Manager
E-mail: MKlaassens@wingspirecapital.com

with copy to:

Parker, Hudson, Rainer & Dobbs LLP
303 Peachtree Street NE, Suite 3600
Atlanta, GA 30308
Attn: Douglas A. Nail, Esq.
E-mail: dnail@phrd.com

- (iii) if to any other Credit Party, the address or electronic mail address number specified in its Administrative Questionnaire.

Notices sent by hand delivery or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use

of such system. Each of the Loan Parties and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. Each of Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a “signature” and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a “writing”, in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party’s or beneficiary’s right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

(c) Change of Address, Etc. Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 10.2 Waivers; Amendments.

(a) No failure or delay by any Credit Party in exercising any right or power under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Credit Parties under the Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether any Credit Party may have had notice or knowledge of such Default or Event of Default at the time.

(b) Except as expressly provided by Section 2.8 Section 3.3(b), or in the other paragraphs of this Section 10.2, neither this Agreement, any other Loan Document (other than the Fee Letter or any

Control Agreement) nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Loan Parties and the Required Lenders, or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall:

(i) extend or increase any Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Article 4 or the waiver of any Default or Event of Default shall not constitute an extension or increase of any Commitment of any Lender);

(ii) reduce the principal amount of any Loan or reduce the rate of any interest, or reduce any fees or other amounts, payable under the Loan Documents, without the written consent of each Credit Party directly and adversely affected thereby; provided that only the consent of the Required Lenders shall be necessary to amend or modify any Financial Covenant, any defined terms used therein or the definition of “Default Rate” or to waive any obligation of the Borrowers to pay interest at the Default Rate, in each case, notwithstanding the fact that any such amendment or modification actually results in reduction in the rate of interest or fees;

(iii) postpone any date scheduled for any payment of principal of, or interest on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone the stated termination or expiration of the Revolving Commitments or reduce the amount of or postpone the date of any prepayment required by Section 2.5(b) without the written consent of each Credit Party directly and adversely affected thereby;

(iv) except as provided in subsection (c) below change any provision hereof in a manner that would alter the pro rata sharing of payments required by Section 2.8(b) or the pro rata reduction of Revolving Commitments required by Section 2.5(d), without the written consent of each Credit Party directly and adversely affected thereby;

(v) change any of the provisions of this Section or the definition of the terms “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder;

(vi) change the currency in which any Commitment or Loan is, or is to be, denominated without the written consent of each Lender directly affected thereby;

(vii) release any Guarantor from its Guarantee under the Loan Guaranty (except as expressly provided therein or in Section 9.10), or limit its liability in respect of such Guarantee, without the written consent of each Lender;

(viii) release all or substantially all of the Collateral from the Liens of the Loan Documents (or subordinate the Liens of the Loan Documents on all or substantially all of the Collateral, except in each case as expressly provided in the Loan Documents), without the consent of each Lender;

(ix) make any modification to the definition of the term “Borrowing Base” (or any defined term used in the definition of “Borrowing Base”) which would have the effect of increasing the availability thereunder to the Loan Parties (other than changes in Reserves implemented by the

Administrative Agent in accordance with the terms of this Agreement), without the written consent of each Revolving Lender;

provided, further, that no such amendment, waiver or consent shall amend, modify or otherwise affect the rights or duties hereunder or under any other Loan Document of the Administrative Agent, unless in writing executed by the Administrative Agent, in addition to the Borrowers and the Lenders required above.

(c) Notwithstanding anything herein to the contrary, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent that by its terms requires the consent of all the Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loan may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender and (y) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender.

(d) In addition, notwithstanding anything in this Section to the contrary, if the Administrative Agent and the Borrowers shall have jointly identified an obvious error or any error or omission of a technical nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrowers shall be permitted to amend such provision, and, in each case, such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders to the Administrative Agent within ten Business Days following receipt of notice thereof.

(e) Notwithstanding anything in this Section to the contrary, any amendment contemplated by Section 3.3(b) of this Agreement in connection with a Benchmark Transition Event shall be effective as contemplated by such Section 3.3(b).

Section 10.3 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties, jointly and severally, shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including Attorney Costs of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or any Credit Party (including Attorney Costs of the Administrative Agent or any Credit Party), in connection with the enforcement or protection of its rights (whether through negotiations, legal proceedings or otherwise) (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by Loan Parties. The Loan Parties, jointly and severally, shall indemnify the Administrative Agent (and any sub-agent thereof), each Credit Party, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnatee”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including Attorney Costs), incurred by any Indemnatee or asserted against any Indemnatee by any third party or by any Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any

other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials at, on, under or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Claim or Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Loan Party, and regardless of whether any Indemnitee is a party thereto or (v) any government investigation, audit, hearing or enforcement action resulting from any Loan Party's or any of its Affiliate's noncompliance (or purported noncompliance) with any applicable Sanctions, other Anti-Terrorism Laws or Anti-Corruption Laws, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or (y) result from a claim brought by any Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if such Loan Party has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction. To the extent that the indemnity set forth above in this paragraph shall be held to be unenforceable in whole or in part because it is violative of any law or public policy, the Loan Parties shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all indemnified amounts incurred by Indemnitees or any of them.

(c) Reimbursement by Lenders. To the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); provided, that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or against any Related Party acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this paragraph (c) are subject to the provisions of Section 2.6(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable promptly and in no event later than ten days after demand therefor.

Section 10.4 Successors and Assigns.

(a) Successors and Assigns Generally. 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 no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). 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 (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of Credit Party) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower Agent otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. 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 with respect to the Loan or the Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower Agent (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment, or (y) such assignment is to a Lender (other than a Defaulting Lender), an Affiliate of a Lender (other than a Defaulting Lender) or an Approved Fund, provided that the Borrower Agent shall be deemed to have consented to any such assignment unless it shall

object thereto by written notice to the Administrative Agent within ten (10) Business Days after written notice of such assignment shall have delivered to the Borrower Agent; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500, and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. In addition, each assignee shall, on or before the effective date of such assignment, deliver to the Borrower Agent and the Administrative Agent certification as to exemption from deduction or withholding of any United States Taxes in accordance with Section 3.5(g).

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Company, any Key Person, or any of their respective Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, Affiliates, or Approved Funds, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof, or (C) a Person who, at the time of such assignment, is a Sanctioned Person if such assignment would violate applicable law.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person).

(vii) Certain Additional Payments. In connection with any assignment of the rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the prior written consent of the Borrower Agent and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Section 3.5 and Section 10.3 with

respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal 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, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower Agent or the Administrative Agent, sell participations to any Person (other than (i) a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), (ii) Holdings or any of Holdings’ Affiliates or Subsidiaries, (iii) any Defaulting Lender or any of its Subsidiaries, or (iv) a Person who, at the time of such participation, is a Sanctioned Person if the sale of such participation would violate applicable law) (each, a “Participant”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Revolving Commitment and/or 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 Borrowers, the Administrative Agent and each Credit Party 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 described in Section 10.2(b) that affects such Participant. Each Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.4 and 3.5 (subject to the requirements and limitations therein, including the requirements under Section 3.5 (it being understood that the documentation required under Section 3.5(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 3.6 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 3.5, 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 Agent’s request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 3.6(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.8 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.6(h) 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 Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Loan Documents (the “Participant Register”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any

information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and the Loan Documents to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower Agent, the Administrative Agent and such Lender.

(g) Transactions Among Wingspire Affiliates. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, (i) neither Wingspire nor any Affiliate thereof (each, a "Wingspire Party") shall be required to comply with this Section 10.4 (except for the recording of any such transaction in the Register) in connection with any transaction involving any Wingspire Party or any of its or their lenders or funding or financing sources, and no Wingspire Party shall have any obligation to disclose any such transaction to any Person and (ii) there shall be no limitation or restriction on (A) the ability of any Wingspire Party to assign or otherwise transfer its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any Loan, or any other Obligation to any Wingspire Party or any lender or financing or funding source of a Wingspire Party or (B) the ability of any such lender or funding or financing source to assign or otherwise transfer its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any Loan, or any other Obligation; provided, however, that to the extent that any Wingspire Party or any such other Person covered by the provisions of this Section 10.4(g) fails to qualify as a "Lender" under this Agreement, Wingspire shall continue to be responsible for all of its obligations under this Agreement and the other Loan Documents as a "Lender". Without limiting the foregoing, any assignment by Wingspire of its rights and obligations to a Wingspire Party under this Agreement may include Wingspire's rights and obligations as the Administrative Agent hereunder and, in such event, the applicable Wingspire Party shall for all purposes be the Administrative Agent under this Agreement and Wingspire shall be deemed to be a sub-agent of such Person duly appointed pursuant to Section 9.5 of this Agreement.

Section 10.5 Survival. All covenants, agreements, representations and warranties made by Loan Parties herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of any Loan Document and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under the Loan Documents is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 3.4, 3.5, 10.3, 10.9, 10.10, 10.11, and Article 9 shall survive and

remain in full force and effect regardless of the consummation of the transactions contemplated hereby or the Termination Date.

Section 10.6 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. this Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, 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. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Loan Documents. The words “execution,” “signed,” “signature,” and words of like import in any Loan Document 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, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Administrative Agent to accept electronic signature counterparts in any form or format and (y) the Administrative Agent reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this Agreement or any other Loan Document and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

Section 10.7 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.8 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Credit Party and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by Credit Party or any such Affiliate to or for the credit or the account of any Loan Party or any of its Subsidiaries against any and all of the obligations of such Loan Party or such Subsidiary now or hereafter existing under this Agreement or any other Loan Document to such Credit Party or Affiliate, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Loan Party or Subsidiary may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness, provided, that in the event that any

Defaulting Lender shall exercise any right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.7 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Credit Party and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Credit Party and its Affiliates may have. Each Credit Party agrees to notify the Borrower Agent and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.9 Governing Law; Jurisdiction; Consent to Service of Process.

(a) Governing Law. this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Submission to Jurisdiction. Each of Loan Parties irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that any Credit Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against Holdings or any other Loan Party or its properties in the courts of any jurisdiction.

(c) Waiver of Objection to Venue. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each of the parties hereto irrevocably consents to service of process in the manner provided for notices in Section 10.1. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO

ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.11 Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or fraudulent transfer or fraudulent conveyance law, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate.

Section 10.12 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 10.13 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest thereon under applicable law (collectively the “charges”), shall exceed the maximum lawful rate (the “maximum rate”) that may be contracted for, charged, taken, received or reserved by the Lender holding an interest in such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all of the charges payable in respect thereof, shall be limited to the maximum rate and, to the extent lawful, the interest and the charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated, and the interest and the charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the maximum rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 10.14 Treatment of Certain Information; Confidentiality.

(a) Each Credit Party agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its Affiliates and to its and its Affiliates’ respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iv) to any other party hereto, (v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (vi) subject to an agreement containing provisions substantially the same as those of this Section, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (B) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrowers and their obligations, this Agreement or payments hereunder, (vii) on a confidential basis to (A) any rating agency in connection with rating the Borrowers, their Subsidiaries or this Agreement or (B) the CUSIP Service Bureau or any

similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facilities, (viii) with the consent of the Borrower Agent or (ix) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Section or (B) becomes available to the Administrative Agent, any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than a Loan Party or (C) is independently generated by the Administrative Agent, any Credit Party or any of their respective Affiliates. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, league table providers and other similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders.

(b) For purposes of this Section, “Information” means all information received from any Loan Party or any of its Subsidiaries relating to any Loan Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any other Credit Party on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary or that is independently prepared by the Administrative Agent or any other Credit Party, provided that, in the case of information received from any Loan Party or any of its Subsidiaries after the Closing Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. Notwithstanding anything herein to the contrary, “Information” shall not include, and each Credit Party (and their Affiliates and respective partners, directors, officers, employees, agents, advisors and representatives) may disclose to any and all persons, without limitation of any kind, any information with respect to the U.S. federal income tax treatment and U.S. federal income tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to such Credit Party relating to such tax treatment and tax structure.

(c) The Loan Parties agree, on behalf of themselves and their Affiliates, that they will not in the future issue any press releases or other public disclosure using the name of the Administrative Agent or any Lender or their respective Affiliates or referring to this Agreement or any of the other Loan Documents without the prior written consent of such Person, unless (and only to the extent that) the Loan Parties or such Affiliate is required to do so under law and then, in any event, the Loan Parties or such Affiliate will consult with such Person before issuing such press release or other public disclosure.

(d) The Loan Parties consent to the publication by the Administrative Agent or any Lender of customary press releases, advertising materials, “tombstone” advertisements and other announcements relating to the Transactions using the name, product photographs, logo or trademark of the Loan Parties.

Section 10.15 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. Each of Holdings and the Company shall, and shall cause each Subsidiary to, provide such information and take such actions as are reasonably requested by the Administrative Agent or any Lender in order to assist the Administrative Agent and the Lenders in maintaining compliance with the USA PATRIOT Act.

Section 10.16 No Fiduciary Duty. Each Loan Party agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, such Loan Party and its Affiliates, on the one hand, and the Administrative Agent, the other Credit Parties and their

respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the other Credit Parties or their respective Affiliates and no such duty will be deemed to have arisen in connection with any such transactions or communications.

Section 10.17 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any applicable Resolution Authority.

Section 10.18 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 Affiliates, and not, for the avoidance of doubt, to or for the benefit of Holdings or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans or the Commitments,

(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 sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in 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 Affiliates, and not, for the avoidance of doubt, to or for the benefit of Holdings or any other Loan Party, that:

(i) none of the Administrative Agent nor any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or any its Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Commitments or this Agreement.

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide impartial 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 and this Agreement, (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 Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative or other 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.

Section 10.19 The Company as Agent for Borrowers. Each Borrower hereby irrevocably appoints the Company as the borrowing agent and attorney-in-fact for all Borrowers (the "Borrower Agent") which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Borrower Agent. Each Borrower hereby irrevocably appoints and authorizes the Borrower Agent (a) to provide the Administrative Agent with all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents (and any notice or instruction provided by Borrower Agent shall be deemed to be given by Borrowers hereunder and shall bind each Borrower), (b) to receive notices and instructions from any Credit Party (and any notice or instruction provided by any Credit Party to the Borrower Agent in accordance with the terms hereof shall be deemed to have been given to each Borrower), and (c) to take such action as the Borrower Agent deems appropriate on its behalf to obtain Revolving Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loans and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that no Credit Party shall incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loans and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Credit Parties to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each Credit Party and hold each Credit Party harmless against any and all liability, expense, loss or claim of damage or injury, made against such Credit Party by any Borrower or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Loans and Collateral of Borrowers as herein provided, or (ii) such Credit Party's relying on any instructions of the Borrower Agent, except that Borrowers will have no liability to the relevant Credit Party under this Section 10.19 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Credit Party, as the case may be.

Section 10.20 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 10.21 Erroneous Payments.

(a) If the Administrative Agent (x) notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient (and each of their respective successors and assigns), a “Payment Recipient”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “Erroneous Payment”) and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 10.21 and held in trust for the benefit of the Administrative Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender, Secured Party or any Person who has received funds on behalf of a Lender or Secured Party (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y)

that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or Secured Party shall (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 10.21(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 10.21(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 10.21(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(d) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Loans, the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Communications as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall

cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent and the Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 10.4 (but excluding, in all events, any assignment consent or approval requirements (whether from the Borrower or otherwise)), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(e) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender or Secured Party, to the rights and interests of such Lender or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the “Erroneous Payment Subrogation Rights”) (provided that the Loan Parties’ Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party; provided that this Section 10.21 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including any defense based on “discharge for value” or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 10.21 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 11

LOAN GUARANTY

Section 11.1 Guaranty. Each Guarantor (other than those that have delivered a separate Guaranty) hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Administrative Agent and the Lenders in endeavoring to collect all or any part of the Obligations from, or in prosecuting any action against, any Borrower, any Guarantor or any other guarantor of all or any part of the Obligations (such costs and expenses, together with the Obligations, collectively the "Guaranteed Obligations"; provided, however, that the definition of "Guaranteed Obligations" shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Swap Obligations of such Guarantor for purposes of determining any obligations of any Guarantor). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

Section 11.2 Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the Administrative Agent or any Lender to sue any Borrower, any Guarantor, any other guarantor of, or any other Person obligated for, all or any part of the Guaranteed Obligations (each, an "Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

Section 11.3 No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Obligated Party liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender, or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or

regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the indefeasible payment in full of the Guaranteed Obligations).

Section 11.4 Defenses Waived. To the fullest extent permitted by applicable law, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower, any Guarantor or any other Obligated Party, other than indefeasible payment in full of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Guarantor under this Loan Guaranty except to the extent the Guaranteed Obligations have been paid in full. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

Section 11.5 Rights of Subrogation. No Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any Obligated Party or any collateral, until the Loan Parties and the Guarantors have fully performed all their obligations to the Administrative Agent and the Lenders.

Section 11.6 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations (including a payment effected through exercise of a right of setoff) is rescinded, or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), each Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any

Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Guarantors forthwith on demand by the Administrative Agent.

Section 11.7 Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Guarantor assumes and incurs under this Loan Guaranty, and agrees that none of the Administrative Agent or any Lender shall have any duty to advise any Guarantor of information known to it regarding those circumstances or risks.

Section 11.8 Termination. Each of the Lenders may continue to make loans or extend credit to the Borrowers based on this Loan Guaranty until five days after it receives written notice of termination from any Guarantor. Notwithstanding receipt of any such notice, each Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of such Guaranteed Obligations. Nothing in this Section 11.08 shall be deemed to constitute a waiver of, or eliminate, limit, reduce or otherwise impair any rights or remedies the Administrative Agent or any Lender may have in respect of, any Default or Event of Default that shall exist under clause (m) of Article 8 hereof as a result of any such notice of termination.

Section 11.9 Taxes. Each payment of the Guaranteed Obligations will be made (without duplication of any payments by or on account of any obligation of any Loan Party described in Section 3.5(b)) by each Guarantor without withholding for any Taxes, unless such withholding is required by law. If any Guarantor determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Guarantor may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by such Guarantor shall be increased as necessary so that, net of such withholding (including such withholding applicable to additional amounts payable under this Section), the Administrative Agent or Lender receives the amount it would have received had no such withholding been made.

Section 11.10 Maximum Liability. Notwithstanding any other provision of this Loan Guaranty, the amount guaranteed by each Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law. In determining the limitations, if any, on the amount of any Guarantor's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Guarantor may have under this Loan Guaranty, any other agreement or applicable law shall be taken into account.

Section 11.11 Contribution.

(a) To the extent that any Guarantor shall make a payment under this Loan Guaranty (a "Guarantor Payment") which, taking into account all other Guarantor Payments then previously or concurrently made by any other Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Guarantor if each Guarantor had paid the aggregate Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion as such Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Guarantors as determined immediately prior to the making of such Guarantor

Payment, then, following indefeasible payment in full in cash of the Guarantor Payment and the indefeasible payment in full of the Guaranteed Obligations and the termination of this Agreement, such Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the “Allocable Amount” of any Guarantor shall be equal to the excess of the fair saleable value of the property of such Guarantor over the total liabilities of such Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Guarantor that is also liable for such contingent liability pays its ratable share thereof), giving effect to all payments made by other Guarantors as of such date in a manner to maximize the amount of such contributions.

(c) This Section 11.11 is intended only to define the relative rights of the Guarantors, and nothing set forth in this Section 11.11 is intended to or shall impair the obligations of the Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Loan Guaranty.

(d) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Guarantor or Guarantors to which such contribution and indemnification is owing.

(e) The rights of the indemnifying Guarantors against other Guarantors under this Section 11.11 shall be exercisable upon the indefeasible payment in full of the Guaranteed Obligations and the termination of this Agreement.

Section 11.12 Liability Cumulative. The liability of each Loan Party as a Guarantor under this Article 11 is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 11.13 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guarantee in respect of a Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 11.13 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 11.13 or otherwise under this Loan Guaranty voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this Section 11.13 shall remain in full force and effect until the termination of all Swap Obligations. Each Qualified ECP Guarantor intends that this Section 11.13 constitute, and this Section 11.13 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWERS:

SELECT REHABILITATION, LLC

DocuSigned by:
By: Anna Gardina Wolfe
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

REHABCARE GROUP, LLC

DocuSigned by:
By: Anna Gardina Wolfe
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

PEOPLEFIRST VIRGINIA, L.L.C.

DocuSigned by:
By: Anna Gardina Wolfe
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

REHABCARE GROUP EAST, LLC

DocuSigned by:
By: Anna Gardina Wolfe
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

SYMPHONY HEALTH SERVICES, LLC

DocuSigned by:
By: Anna Gardina Wolfe
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

[Signatures continue on the following page.]

VTA MANAGEMENT SERVICES, LLC

DocuSigned by:
Anna Gardina Wolfe
By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

VTA STAFFING SERVICES, LLC

DocuSigned by:
Anna Gardina Wolfe
By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC

DocuSigned by:
Anna Gardina Wolfe
By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

SHC REHAB, LLC

DocuSigned by:
Anna Gardina Wolfe
By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

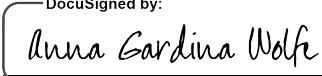
THE THERAPY GROUP, LLC

DocuSigned by:
Anna Gardina Wolfe
By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

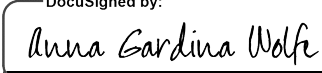
[Signatures continue on the following page.]

GUARANTORS:

SRI INTERMEDIATE, LLC

By: 
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

SELECT REHABILITATION HOLDINGS, LLC

By: 
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

[Signatures continue on the following page.]

WINGSPIRE CAPITAL LLC, as the Administrative
Agent and a Lender

Signed by:

Christopher J Coutu

By:

Name: **Chris Coutu**

Title: Head of Portfolio Management

Schedule 1.1(b)

Mortgage Requirement

“Mortgage Requirement” means, at any time, the requirement that, with respect to certain Real Property pursuant to Section 6.12 of the Agreement, the Administrative Agent shall have received the following, each in form and substance satisfactory to the Administrative Agent:

a Mortgage with respect to such Real Property duly executed and delivered by the record owner of such Real Property,

an appraisal with respect to such Real Property,

a survey with respect to such Real Property,

a title insurance policy (including any endorsements thereto) and appropriate lien searches with respect to such Real Property,

with respect to such Real Property: environmental reports, audits and analyses (whether produced by any Loan Party or its Subsidiaries or any third party or Governmental Authority) and Phase I or Phase II reports,

if any such parcel of Real Property is determined by the Administrative Agent to be in a “Special Flood Hazard Area” as designated on maps prepared by the Federal Emergency Management Agency, a flood notification form signed by the Borrower Agent and evidence that the Borrowers have complied with the insurance requirements set forth in Section 6.10 of the Agreement,

evidence of earthquake insurance with respect to such Real Property,

legal opinions with respect to such Mortgage and related matters, and

such other information, documentation, and certifications as may be reasonably required by the Administrative Agent.

Schedule 2.1
Commitments

Lender	Revolving Commitment	Total Commitments
WINGSPIRE CAPITAL LLC	\$55,000,000.00	\$55,000,000.00
Totals	\$55,000,000.00	\$55,000,000.00

Schedule 4.1(e)

Collateral Documents and Related Requirements

- (a) Security Agreement
- (b) Copyright Security Agreement
- (c) Trademark Security Agreement
- (d) Patent Security Agreement
- (e) Perfection Certificate
- (f) Deposit Account Control Agreements
- (g) Sweep Agreements
- (h) Collateral Access Agreements
- (i) Amended and Restated Intercompany Note

Schedule 5.6

Disclosed Matters

None.

Schedule 5.7

Environmental Matters

None.

Schedule 5.13

Subsidiaries; Equity Interests

Loan Party	Jurisdiction of Formation	Owner of Loan Party	Capital Stock	Percentage Ownership
Select Rehabilitation Holdings, LLC	Delaware	SRI Intermediate, LLC	100% of the membership interests	100%
Select Rehabilitation, LLC	Delaware	Select Rehabilitation Holdings, LLC	100% of the membership interests	100%
SRI Intermediate, LLC	Delaware	Select Sapphire LLC	100% of the membership interests	100%
RehabCare Group, LLC	Delaware	Select Rehabilitation, LLC	100% of the membership interests	100%
Peoplefirst Virginia, L.L.C.	Delaware	RehabCare Group, LLC	100% of the membership interests	100%
RehabCare Group East, LLC	Delaware	RehabCare Group, LLC	100% of the membership interests	100%
Symphony Health Services, LLC	Delaware	RehabCare Group East, LLC	100% of the membership interests	100%
VTa Management Services, LLC	Delaware	Symphony Health Services, LLC	100% of the membership interests	100%
VTa Staffing Services, LLC	Delaware	VTa Management Services, LLC	100% of the membership interests	100%
Salt Lake Physical Therapy Associates, LLC	Utah	RehabCare Group, LLC	100% of the membership interests	100%
SHC Rehab, LLC	Delaware	RehabCare Group, LLC	100% of the membership interests	100%
The Therapy Group, LLC	Louisiana	RehabCare Group, LLC	100% of the membership interests	100%

Schedule 5.14

Insurance

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Limits	Deductible
Professional Liability	United Specialty Insurance	VGM25722448024	02/01/25 - 02/01/26	\$2M / \$4M	\$250K
General Liability	United Specialty Insurance	VGM25722448024	02/01/25 - 02/01/26	\$2M / \$4M	\$250K
Excess Liability	United Specialty Insurance	VGM25722448024	02/01/25 - 02/01/26	\$4M / \$4M	\$0
Business Personal Property	West American Insurance Company	BZW57471904	12/04/24 - 12/04/25	\$2M / \$4M	\$1K
Business Income	West American Insurance Company	BZW57471904	12/04/24 - 12/04/25	Actual Loss Sustained	72 hours
Auto Liability	Liberty	BZW57471904	12/04/24 - 12/04/25	\$1M	\$1K
Workers Compensation	Travelers	UB-9N685156-25-51-K	02/01/25 - 02/01/26	\$1M / \$1M	\$250K
ERISA Bond	Travelers	0106595871BZ	01/01/23 - 02/01/26	\$500K	N/A
Crime Coverage	Berkley	BCCR-45002726-23	12/11/21 - 12/11/25	\$3M	\$50K
Cyber Coverage	Columbia Casualty	ACS1356524	12/11/24 - 12/11/25	\$5M	N/A
Cyber Coverage Excess	Crum and Forster	720002477-0000	12/11/21 - 12/11/25	\$5M	\$250K

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Limits	Deductible
Directors & Officers	Trisura Specialty	MKLV1MML000406	02/01/22 - 02/01/26	\$6M	\$100K

Schedule 5.16(a)

UCC Filing Offices

Name of Loan Party	Secretary of State
Select Rehabilitation, LLC	Delaware
SRI Intermediate, LLC	Delaware
Select Rehabilitation Holdings, LLC	Delaware
RehabCare Group, LLC	Delaware
Peoplefirst Virginia, L.L.C.	Delaware
RehabCare Group East, LLC	Delaware
Symphony Health Services, LLC	Delaware
VTM Management Services, LLC	Delaware
VTM Staffing Services, LLC	Delaware
Salt Lake Physical Therapy Associates, LLC	Utah
SHC Rehab, LLC	Delaware
The Therapy Group, LLC	Louisiana

Schedule 5.19

Real Property

None.

Schedule 5.29

Permits and Third Party Payor Authorizations; Overpayments

None.

Schedule 6.17

Post-Closing Obligations

<u>Item</u>	<u>Date of Delivery</u>
1. Loan Parties shall deliver to Administrative Agent, in form and substance reasonably satisfactory to Administrative Agent, all endorsements with respect to each insurance policy maintained by any Loan Party, in each case, as required by <u>Section 6.10</u> of the Loan Agreement.	15 days following the Closing Date, or such later date as agreed to in writing, which may be an email, by the Administrative Agent.
2. Loan Parties shall deliver to Administrative Agent evidence reasonably satisfactory to Administrative Agent that the following deposit accounts of each Loan Party maintained at Wells Fargo Bank (unless otherwise indicated below) have been closed: 1. 4129725347 2. 4280478421 3. 4312152101 4. 4607123809 5. 4767476302 6. 4774405492 7. 4789252905 8. 4831814264 9. 4123767352 10. 4799812995 11. 4125277053 12. 4126755636 13. 4132991175 14. 4586337313 15. 4866958051 16. 4942940305 17. 4017141 (maintained at BMO Bank N.A.) 18. 4035564 (maintained at BMO Bank N.A.) 19. 7528867987 (maintained at Capital One) 20. 1401321884 (maintained at Citizens Bank)	15 days following the Closing Date, or such later date as agreed to in writing, which may be an email, by the Administrative Agent.

3. Loan Parties shall deliver to Administrative Agent fully-executed (a) Control Agreements with respect to each of the Deposit Accounts maintained with (i) BMO Bank, N.A. ("BMO") ending in xx0690, xx6063, xx0708, xx2696, and xx1766, and (ii) Bank of America, N.A. ("BofA") ending in xx5671; and (b) Sweep Agreements with respect to each of the Deposit Accounts maintained with (i) BMO ending in xx2145 and xx2670, and (ii) BofA ending in xx0223, xx7366 and 1411, in each case, in form and substance reasonably satisfactory to Administrative Agent.

30 days following the Closing Date, or such later date as agreed to in writing, which may be an email, by the Administrative Agent.
4. Loan Parties shall deliver, or cause to be delivered, to Administrative Agent fully-executed Collateral Access Agreements, in form and substance reasonably satisfactory to Administrative Agent, with respect to the following locations:

 1. 141 Market Place Drive, Suite 203 and Suite 210, Fairview Heights, Illinois 62208;
 2. 2600 Compass Road, Glenview, Illinois 60026; and
 3. 20 N. Wacker Dr. #3550, Chicago, Illinois 60606

30 days following the Closing Date, or such later date as agreed to in writing, which may be an email, by the Administrative Agent.
5. Loan Parties shall deliver to Administrative Agent (i) evidence reasonably satisfactory to Administrative Agent that payments on Accounts owing by Government Payors are no longer being deposited into any of (a) the Deposit Accounts ending in xx1411 and xx0223 maintained with BofA or (b) the Deposit Account ending in xx2670 maintained with BMO and are being directed to the Segregated Governmental Account ending in xx7366 maintained at BofA or ending in xx2145 maintained at BMO, as applicable, and (ii) once such payments on Accounts owing by Government Payors have been so directed, fully-executed Control Agreements, in form and substance reasonably satisfactory to Administrative Agent, with respect to the Deposit Accounts ending in xx1411 and xx0223 maintained with BofA and the Deposit Account ending in xx2670 maintained with BMO.

60 days following the Closing Date, or such later date as agreed to in writing, which may be an email, by the Administrative Agent.

Schedule 7.1

Existing Indebtedness

None.

Schedule 7.2

Existing Liens

None.

Schedule 7.4

Existing Investments

None.

Schedule 7.10

Existing Restrictions

None.

EXHIBIT A
FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between **[the][each]**¹ Assignor identified in item 1 below (**[the][each, an]** “Assignor”) and **[the][each]**² Assignee identified in item 2 below (**[the][each, an]** “Assignee”). **[It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]³ hereunder are several and not joint.]**⁴ Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by **[the][each]** Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, **[the][each]** Assignor hereby irrevocably sells and assigns to **[the Assignee][the respective Assignees]**, and **[the][each]** Assignee hereby irrevocably purchases and assumes from **[the Assignor][the respective Assignors]**, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of **[the Assignor’s][the respective Assignors’]** rights and obligations in **[its capacity as a Lender][their respective capacities as Lenders]** under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of **[the Assignor][the respective Assignors]** under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of **[the Assignor (in its capacity as a Lender)] [the respective Assignors (in their respective capacities as Lenders)]** against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by **[the][any]** Assignor to **[the][any]** Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as **[the][an]** “Assigned Interest”). Each such sale and assignment is without recourse to **[the][any]** Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by **[the][any]** Assignor.

¹ NTD: For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

² NTD: For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

³ NTD: Select as appropriate.

⁴ NTD: Include bracketed language, if appropriate, if there are either multiple Assignors or multiple Assignees.

1. Assignor[s]: _____

2. Assignee[s]: _____

[Assignee is an [Affiliate][Approved Fund] of [identify Lender]]

3. Borrowers: Select Rehabilitation, LLC, a Delaware limited liability company, and its Subsidiaries from time to time party to the Credit Agreement as “Borrowers”

4. Administrative Agent: Wingspire Capital LLC, as the administrative agent under the Credit Agreement.

5. Credit Agreement: The Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”, together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), as from time to time amended, restated, supplemented or otherwise modified.

6. Assigned Interest[s]:

Assignor[s] ⁵	Assignee[s] ⁶	Facility Assigned ⁷	Aggregate Amount of Commitment/ Loans for all Lenders ⁸	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans ⁹
			\$ _____	\$ _____	____%
			\$ _____	\$ _____	____%
			\$ _____	\$ _____	____%

7. Trade Date: [____ _], 20[____]¹⁰

8. Effective Date: [____ _], 20[____]¹¹

[Continued on following page.]

⁵ NTD: List each Assignor, as appropriate.

⁶ NTD: List each Assignee, as appropriate.

⁷ NTD: Fill in the commitment(s) that are being assigned under this Assignment and Assumption (e.g. "Revolving Commitment" etc.).

⁸ NTD: Amount to be adjusted by counterparties to take into account any payments or prepayments made between Trade Date and Effective Date.

⁹ NTD: Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

¹⁰ NTD: To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

¹¹ NTD: To be inserted by Administrative Agent and which shall be the Effective Date of recordation of transfer in the register therefor.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]¹²

[NAME OF ASSIGNOR]

By: _____

Name: _____

Title: _____

[NAME OF ASSIGNOR]

By: _____

Name: _____

Title: _____

ASSIGNEE[S]¹³

[NAME OF ASSIGNEE]

By: _____

Name: _____

Title: _____

[NAME OF ASSIGNEE]

By: _____

Name: _____

Title: _____

[Signatures continue on the following page.]

¹² NTD: Add additional signature blocks as needed.

¹³ NTD: Add additional signature blocks as needed.

[Consented to and]¹⁴ Accepted:

WINGSPIRE CAPITAL LLC, as Administrative Agent

By: _____

Name: _____

Title: _____

[Consented to:]¹⁵

SELECT REHABILITATION, LLC, as Borrower Agent

By: _____

Name: _____

Title: _____

¹⁴ NTD: To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

¹⁵ NTD: To be added only if the consent of the Borrower Agent is required by the terms of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties

1.1 Assignor[s]. **[The][Each]** Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of **[the][the relevant]** Assigned Interest, (ii) **[the][such]** Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrowers, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Borrowers, any of their Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee[s]. **[The][Each]** Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.4(b)(iii), (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required thereunder), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of **[the][the relevant]** Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, and (vii) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by **[the][such]** Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, **[the][any]** Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of **[the][each]** Assigned Interest (including payments of principal, interest, fees and other amounts) to **[the][the relevant]** Assignor for amounts which have accrued to but excluding the Effective Date and to **[the][the relevant]** Assignee for amounts which have accrued

from and after the Effective Date.¹⁶ Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to **[the][the relevant]** Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the laws of the State of New York.

¹⁶ **Note to Wingspire:** Does this method conform to your systems? The following alternative language may be appropriate:

“From and after the Effective Date, the Administrative Agent shall make all payments in respect of **[the][each]** Assigned Interest (including payments of principal, interest, fees and other amounts) to **[the][the relevant]** Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor[s] and the Assignee[s] shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.”

EXHIBIT B
FORM OF BORROWING BASE CERTIFICATE

[See attached.]

Select Rehabilitation
BBC Calculation as of xx/xx/xx
Availability Calculation

A/R Aging as of: x/xx/xxxx

Calculation of Billed A/R Collateral	Contract	Direct Billing				Total
	SNF Billings	Commercial	Medicaid	Medicare	Self Pay	
0-30						\$ -
31-60						-
61-90						-
91-120						-
>120						-
Total Billed A/R as of: x/xx/xxxx	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Calculated Receivables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billed A/R Ineligible(s)						
A/R Aged > 120						-
Credit Balances Aged > 120						-
50% Cross-aged A/R Aged > 120						-
Self Pay Aged < 120						-
Non Compliant Plan Payors < 120						-
Total Billed A/R Ineligibles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eligible Billed A/R Prior to Liquidity Factor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: 15% Limitation	\$ -					#DIV/0!
Gross Liquidity Factor		\$ -	\$ -	\$ -	\$ -	\$ -
Eligible Billed A/R After Liquidity Factor	\$ -					

Computation of Availability	SNF and Direct Billings
Eligible Billed A/R After Liquidity Factor	\$ -
Less: Unposted Cash	
Eligible Billed A/R Prior to Advance Rate	\$ -
Advance Rate	85%
Total Eligible Receivables After Advance Rate	\$ -
Less: Reserve	-
Net Eligible Collateral	\$ -
Line Cap	\$ 55,000,000
Net Availability after Line Cap	\$ 55,000,000

Computation of Revolver	
Loan Balance per previous report	
Less: Net A/R Collections/Payments	
Add: Adjustment	
Less:	
Less:	
Less:	
Adjusted Loan Balance	
Availability Prior to Loan Request	
Loan Request Total	
New Loan Balance	

Remaining Availability/(Shortfall)	
Current Lender's RLOC as of: x/xx/xxxx	

The foregoing information is delivered to Wingspire Capital LLC, as Administrative Agent, in accordance with that certain Credit Agreement among Select Rehabilitation, LLC, certain of its subsidiaries and affiliates from time to time party thereto, the lenders from time to time party thereto and Wingspire Capital LLC, as Administrative Agent, dated as of 5/30/25 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"). I hereby certify that the information contained herein is true and correct as of the dates shown herein. Nothing contained herein shall constitute a waiver, modification, or limitation of any of the terms or conditions set forth in the Credit Agreement.

Select Rehabilitation, LLC, as Borrower Agent

Authorized Signatory: _____
Date: _____

EXHIBIT C
FORM OF BORROWING REQUEST

[Date]

Wingspire Capital LLC,
as Administrative Agent
11720 Amber Park Drive
Suite 500
Alpharetta, Georgia 30009
Attention: Portfolio Manager – Select Rehabilitation
Email: [_____]

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”), together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1. Borrowings. Pursuant to Section 2.2 of the Credit Agreement, the Borrower Agent hereby irrevocably requests the following Borrowing[s] under the Credit Agreement and sets forth below the information relating to such Borrowing[s] (the “Proposed Borrowing”) as required by Section 2.2 of the Credit Agreement:

- (a) The Business Day of the Proposed Borrowing is [_____], 20[___].
- (b) The amount of the Proposed Borrowing is \$[_____].

2. Certifications with respect to all Borrowings. The Borrower Agent hereby certifies that (a) on the date hereof as well as on the date of the Proposed Borrowing, each of the representations and warranties of the Loan Parties set forth in the Loan Documents are true and correct in all material respects,

in each case on and as of the date hereof as if made on and as of such date, provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates, (b) no Default or Event of Default exists or would result from such Proposed Borrowing or from the application of the proceeds therefrom, and (c) after giving effect to the Proposed Borrowing, the Total Revolving Outstandings (other than any Overadvances or Protective Advances to the extent permitted hereunder) does not exceed the Line Cap.

Delivery of an executed counterpart of this Borrowing Request by facsimile or other electronic method of transmission shall be effective as delivery of an original executed counterpart of this Borrowing Request.

[Continued on following page.]

IN WITNESS WHEREOF, the Borrower Agent has caused this Borrowing Request to be executed as of the date and year first written above.

SELECT REHABILITATION, LLC

By: _____

Name: **Anna Gardina Wolfe**

Title: Chief Executive Officer

EXHIBIT D-1
FORM OF REVOLVING LOAN NOTE

May 30, 2025

FOR VALUE RECEIVED, the undersigned (the “Borrowers”), hereby promise to pay to the order of [] (the “Lender”) or its registered assigns the unpaid principal amount of the Revolving Loans made by the Lender to the Borrowers, in the amounts and at the times set forth in the Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”, together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and to pay interest from the date hereof on the principal balance of such Revolving Loans from time to time outstanding at the rate or rates and at the times set forth in the Credit Agreement, in each case at the Administrative Agent’s Payment Office, in the currency in which such Loan is denominated in immediately available funds. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Revolving Loans evidenced by this Revolving Loan Note (this “Note”) are prepayable in the amounts, and under the circumstances, and their respective maturities are subject to acceleration upon the terms, set forth in the Credit Agreement. This Note is subject to, and shall be construed in accordance with, the provisions of the Credit Agreement and is entitled to the benefits and security set forth in the Loan Documents.

The Lender may attach schedules hereto and endorse thereon (a) the date of each Revolving Loan made by the Lender, (b) the amount thereof, and (c) the interest rate (without regard to the Applicable Margin). The entries made on such schedule shall be prima facie evidence of the existence and amounts of the obligations recorded thereon, provided that the failure to so record or any error therein shall not in any manner affect the obligation of the Borrowers to repay such Revolving Loans in accordance with the terms of the Credit Agreement.

All communications and notices hereunder shall be in writing and given as provided in Section 10.1 of the Credit Agreement.

Each Borrower, and by accepting this Note, the Lender, each hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Note or the other Loan Documents in any court referred to in Credit Agreement. Each Borrower, and by accepting this Note, the Lender, hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Each Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Continued on following page.]

IN WITNESS WHEREOF, the undersigned Borrowers have executed this Revolving Loan Note as of the date and year first written above.

BORROWERS:

SELECT REHABILITATION, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

REHABCARE GROUP, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

PEOPLEFIRST VIRGINIA, L.L.C.

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

REHABCARE GROUP EAST, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

SYMPHONY HEALTH SERVICES, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

VTA MANAGEMENT SERVICES, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

[Signatures continue on the following page.]

VTA STAFFING SERVICES, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

**SALT LAKE PHYSICAL THERAPY
ASSOCIATES, LLC**

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

SHC REHAB, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

THE THERAPY GROUP, LLC

By: _____
Name: **Anna Gardina Wolfe**
Title: Chief Executive Officer

EXHIBIT E
FORM OF COMPLIANCE CERTIFICATE

[_____] , 20[___]

I, _____, do hereby certify that I am the **[Chief Financial Officer]** of **SELECT REHABILITATION, LLC**, a Delaware limited liability company (the “Borrower Agent”), and that, as such, I am duly authorized to execute and deliver this Compliance Certificate on the Loan Parties’ behalf pursuant to Section 6.1(d) of the Credit Agreement, dated as of May 30, 2025, among the Borrower Agent, **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”, together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. Section references herein relate to the Credit Agreement unless stated otherwise. In the event of any conflict between the calculations set forth in this Compliance Certificate and the manner of calculation required by the Credit Agreement, the terms of the Credit Agreement shall govern and control.

1. Test Date. This Compliance Certificate is delivered for the fiscal **[month/quarter/year]** ended [_____] , 20[___] (the “Test Date”).

2. No Default. No Default exists **[, except as follows: [describe]]**.¹⁸

3. Jurisdictions; Legal Names. There have been no changes to jurisdiction of organization or legal name of any Loan Party since the date of the last Compliance Certificate delivered pursuant to the Credit Agreement.

4. Financial Statements. All financial statements delivered herewith have been prepared in accordance with GAAP. There has been no change in GAAP or in the application thereof that has resulted in a change to the financial statements accompanying this Compliance Certificate since the date of the

¹⁸ Specify the nature and status thereof and any action taken or proposed to be taken with respect thereto.

audited financial statements referred to in Section 5.5 of the Credit Agreement which has an effect on the financial statements accompanying this Compliance Certificate [**except as follows: [describe]**].

5. Subsidiaries. Holdings has no Subsidiaries other than (a) those that existed on the Closing Date and were reflected in the Perfection Certificate delivered to the Administrative Agent on such date, (b) those formed or acquired after the Closing Date with respect to which the Administrative Agent was previously notified either pursuant to Section 6.12 of the Credit Agreement, in an additional Perfection Certificate, or in a previous Compliance Certificate, and (c) those other Subsidiaries set forth on Schedule 5 to this Compliance Certificate.

6. Financial Covenant Compliance. As of the Test Date, Availability was \$[_____], calculated as set forth on Schedule 6 to this Compliance Certificate. The minimum Availability required pursuant to Section 7.12(a) of the Credit Agreement is \$/_____/.

[Continued on following page.]

IN WITNESS WHEREOF, I have executed this Compliance Certificate on behalf of the Borrowers
as of the date first above-written.

SELECT REHABILITATION, LLC

By: _____
Name: _____
Title: _____

SCHEDULE 5 TO COMPLIANCE CERTIFICATE

SUBSIDIARIES

SCHEDULE 6 TO COMPLIANCE CERTIFICATE

CALCULATION OF AVAILABILITY

EXHIBIT F
FORM OF SUBSIDIARY JOINDER AGREEMENT

SUBSIDIARY JOINDER AGREEMENT (this “Agreement”), dated as of [_____, 20[____], by and between [NAME OF NEW SUBSIDIARY] a [_____] [corporation] [limited liability company] (the “New Subsidiary”), and WINGSPIRE CAPITAL LLC, as Administrative Agent under the Credit Agreement referred to in the next paragraph acting on behalf of the Secured Parties.

RECITALS

A. Reference is made to (i) that certain Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”, together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), [and] (ii) that certain Pledge and Security Agreement, dated as of May 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Loan Parties and the Administrative Agent[, and (iii) that certain Fee letter dated as of May 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Fee Letter”), by and among Borrowers and Administrative Agent].¹⁹

B. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

C. The New Subsidiary is a [direct] [indirect] Subsidiary of a Loan Party. Pursuant to Section 6.12 of the Credit Agreement, the New Subsidiary is required to execute and deliver this Agreement for the purposes described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Subsidiary hereby agrees as follows:

¹⁹ To include if New Subsidiary is joining the Credit Agreement as a Borrower.

Section 1. Assumption and Joinder.

(a) Credit Agreement. The New Subsidiary hereby expressly (i) agrees that it shall be a party to the Credit Agreement as a [**“Borrower”**][**“Guarantor”**] and shall be bound by all of the terms, conditions, covenants, agreements and obligations set forth in the Credit Agreement, (ii) accepts joint and several liability for the Obligations pursuant to the terms of the Loan Documents, and (iii) confirms that, after giving effect to the supplement to the Schedules to the Credit Agreement provided for in Section 1(b) below, the representations and warranties contained in Article 5 of the Credit Agreement are true and correct as they relate to the New Subsidiary as of the date this Agreement. The New Subsidiary hereby agrees that each reference to a [**“Borrower”**][**“Guarantor”**] or the [**“Borrowers”**][**“Guarantors”**] in the Credit Agreement and the other Loan Documents shall include the New Subsidiary.

(b) Updated Schedules. Attached as Exhibit A hereto are updated copies of each of [Schedule 5.6, Schedule 5.7, Schedule 5.13, Schedule 5.14, Schedule 5.16(a), and Schedule 5.19] to the Credit Agreement revised to include all information required to be provided therein including information with respect to the New Subsidiary. Each such Schedule shall be attached to the Credit Agreement, and on and after the date hereof all references in any Loan Document to any such Schedule to the Credit Agreement shall mean such Schedule as so amended; provided, that any use of the term “as of the date hereof,” “as of the Closing Date,” or any term of similar import, in any provision of the Credit Agreement relating to the New Subsidiary or any of the information amended by such Schedule hereby, shall be deemed to refer to the date of this Agreement.

(c) Fee Letter. The New Subsidiary hereby expressly (i) agrees that from and after the date of this Agreement it shall be a “Borrower” party to the Fee Letter as if it were a signatory thereto and shall be bound by all of the provisions thereof, and (ii) agrees that it shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth in the Fee Letter applicable to Borrowers. The New Subsidiary hereby agrees that each reference to “Borrower” or “Borrowers” in the Fee Letter shall include the New Subsidiary. The New Subsidiary acknowledges that it has received a copy of the Fee Letter and that it has read and understands the terms thereof.²⁰

(d) Guarantee. The New Subsidiary hereby expressly (i) joins in and agrees to be bound by all of the provisions of the Credit Agreement as a Guarantor, (ii) hereby assumes the obligations and liabilities of a Guarantor under the Article 11 of the Credit Agreement and (iii) agrees to all the terms and provisions of Article 11 of the Credit Agreement applicable to it as a Guarantor thereunder, in each case with the same force and effect as if originally named therein as a Guarantor. The New Subsidiary acknowledges and agrees that its liability under the Credit Agreement shall be joint and several with the other Guarantors party thereto. From and after the date hereof, each reference to a “Guarantor” in the Loan Documents shall be deemed to include the New Subsidiary.²¹

(e) Security Agreement. The New Subsidiary hereby expressly joins in and agrees to be bound by all of the provisions of the Security Agreement and hereby assumes the obligations and liabilities of a Grantor (as defined in the Security Agreement) under the Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Subsidiary hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations, does hereby grant, subject to the terms and conditions of the Security Agreement, to the Administrative Agent for the benefit of the Secured Parties, a security interest in and lien on all of the New Subsidiary’s

²⁰ To include if New Subsidiary is joining the Credit Agreement as a Borrower.

²¹ To include if New Subsidiary is joining the Credit Agreement as a Guarantor.

right, title and interest in and to the Collateral (as defined in the Security Agreement) now or hereafter owned or held by or on behalf of the New Subsidiary. From and after the date hereof, each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Subsidiary.

Section 2. Representations and Warranties. The New Subsidiary hereby expressly represents and warrants as follows:

(a) The New Subsidiary (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Agreement and the other Loan Documents to which it is made a party and to carry out the transactions contemplated hereby and thereby.

(b) The execution, delivery, and performance by it of this Agreement and any other Loan Document to which the New Subsidiary is made a party (i) have been duly authorized by all necessary action on the part of the New Subsidiary and (ii) do not and will not (A) violate any material provision of federal, state, or local law or regulation applicable to the New Subsidiary or its Subsidiaries, the governing documents of the New Subsidiary or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on the New Subsidiary or its Subsidiaries, (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of the New Subsidiary or its Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (C) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of the New Subsidiary, other than Permitted Encumbrances, (D) require any approval of the New Subsidiary’s interestholders or any approval or consent of any Person under any material agreement of the New Subsidiary, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect, or (E) require any registration with, consent, or approval of, or notice to or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect, and except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to the Administrative Agent for filing or recordation.

(c) This Agreement and each Loan Document to which the New Subsidiary is a party is the legally valid and binding obligation of the New Subsidiary, enforceable against the New Subsidiary in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors’ rights generally.

(d) Each of the representations and warranties made by or with respect to it set forth in the Loan Documents are true and correct in all material respects, in each case on and as of such date as if made on and as of such date, provided that to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(e) The New Subsidiary has received and reviewed copies of the Credit Agreement and each of the other Loan Documents.

Section 3. Additional Requirements. Concurrent with the execution and delivery of this Agreement, Administrative Agent shall have received the following, each in form and substance satisfactory to Administrative Agent:

- (a) a Perfection Certificate and all other documents required of it as a Loan Party;
- (b) a supplement to Schedule 3.4 of the Security Agreement with respect to the pledge of Equity Interest of the New Subsidiary, owned by _____, together with the original stock certificates, if any, representing all of the Equity Interests of the New Subsidiary held by _____, accompanied by undated stock powers executed in blank and other proper instruments of transfer, and the same shall be in full force and effect;
- (c) an appropriate financing statement to be filed in the office of the [_____] Secretary of State against the New Subsidiary to perfect the Administrative Agent's Liens in and to the Collateral of the New Subsidiary;
- (d) a closing certificate of the New Subsidiary in form and substance satisfactory to the Administrative Agent;
- (e) a favorable written opinion (addressed to the Credit Parties and dated the date hereof) from [_____] special counsel to the New Subsidiary, in form, scope and substance satisfactory to the Administrative Agent; and
- (f) such other agreements, instruments, approvals or other documents requested by Administrative Agent prior to the date hereof in order to create, perfect and establish the first priority of, or otherwise protect, any Lien purported to be covered by any Loan Document or otherwise to effect the intent that the New Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that, to the extent set forth in the Credit Agreement and Security Agreement, all property and assets of the New Subsidiary shall become Collateral for the Obligations.

Section 4. Miscellaneous.

- (a) This Agreement, the Credit Agreement[, and] the Security Agreement[, and the Fee Letter]²² constitute the entire contract among the New Subsidiary and the Secured Parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, among such parties relating to the subject matter hereof.
- (b) This Agreement shall be binding upon the New Subsidiary and its permitted successors and assigns, and shall inure to the benefit of the Administrative Agent and the other Secured Parties, and their successors and assigns.
- (c) In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions

²² To include if New Subsidiary is joining the Credit Agreement as a Borrower.

with valid provisions the economic effect of which shall be as close as possible to that of the invalid, illegal or unenforceable provisions.

(d) The New Subsidiary shall pay, or shall cause to be paid, all costs and expenses of the Administrative Agent, including, without limitation, reasonable and documented attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Agreement.

(e) The New Subsidiary represents and warrants that it has consulted with independent legal counsel of its selection in connection with this Agreement and is not relying on any representations or warranties of the Administrative Agent or the other Secured Parties or their counsel in entering into this Agreement.

(f) The New Subsidiary hereby agrees that all notices and other communications required or permitted to be sent to it under this Agreement and the Loan Documents are to be sent to it at the same address as provided in Section 10.1 of the Credit Agreement for notices to the Loan Parties.

(g) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(h) Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that, to the extent permitted by applicable law, all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Loan Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the New Subsidiary, or any of its property, in the courts of any jurisdiction.

(i) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in clause (h) above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(j) Each of the parties hereto irrevocably consents to service of process in the manner provided for notices in Section 10.1 of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by law.

(k) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN

THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(l) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Continued on following page.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

[NAME OF NEW SUBSIDIARY]

By: _____
Name: _____
Title: _____

[Signatures continue on the following page.]

Acknowledged and accepted as of the
date first written above:

WINGSPIRE CAPITAL LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

CONSENT AND REAFFIRMATION

Each of the undersigned Loan Parties hereby (i) acknowledges receipt of a copy of the foregoing Subsidiary Joinder Agreement; (ii) consents to New Subsidiary's execution and delivery thereof and of the other documents, instruments or agreements New Subsidiary agrees to execute and deliver pursuant thereto; and (iii) affirms that nothing contained therein shall modify in any respect whatsoever its respective Obligations or Guaranteed Obligations, as applicable, under the Credit Agreement and the other Loan Documents and reaffirms that such Obligations and Guaranteed Obligations, as applicable, and the Credit Agreement and the other Loan Documents shall remain in full force and effect with respect to such Loan Party.

IN WITNESS WHEREOF, each of the undersigned has executed this Consent and Reaffirmation, as of the date of such Subsidiary Joinder Agreement.

SELECT REHABILITATION, LLC, as a Borrower
and as "Borrower Agent"

By: _____
Name: _____
Title: _____

REHABCARE GROUP, LLC, as a Borrower

By: _____
Name: _____
Title: _____

PEOPLEFIRST VIRGINIA, L.L.C., as a Borrower

By: _____
Name: _____
Title: _____

REHABCARE GROUP EAST, LLC, as a Borrower

By: _____
Name: _____
Title: _____

[Signatures continue on the following page.]

SYMPHONY HEALTH SERVICES, LLC, as a
Borrower

By: _____
Name: _____
Title: _____

VTA MANAGEMENT SERVICES, LLC, as a
Borrower

By: _____
Name: _____
Title: _____

VTA STAFFING SERVICES, LLC, as a Borrower

By: _____
Name: _____
Title: _____

**SALT LAKE PHYSICAL THERAPY
ASSOCIATES, LLC**, as a Borrower

By: _____
Name: _____
Title: _____

SHC REHAB, LLC, as a Borrower

By: _____
Name: _____
Title: _____

THE THERAPY GROUP, LLC, as a Borrower

By: _____
Name: _____
Title: _____

[Signatures continue on the following page.]

SRI INTERMEDIATE, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

**SELECT REHABILITATION HOLDINGS, LLC,
as a Guarantor**

By: _____
Name: _____
Title: _____

[_____] ²³

By: _____
Name: _____
Title: _____

²³ NTD: Include each existing Loan Party.

EXHIBIT G-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”, together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.5 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (a) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (b) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name _____
Title: _____

Date: [_____] [____], 20[____]

EXHIBIT G -2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”, together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.5 of the Credit Agreement, the undersigned hereby certifies that (a) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (b) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (c) it is not a ten percent shareholder of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (a) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (b) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____

Name _____

Title: _____

Date: [_____] , 20[____]

EXHIBIT G -3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company ("Select" or the "Company"), **REHABCARE GROUP, LLC**, a Delaware limited liability company ("RehabCare"), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company ("PeopleFirst"), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company ("RehabCare East"), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company ("Symphony"), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company ("VTA Management"), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company ("VTA Staffing"), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company ("Salt Lake"), **SHC REHAB, LLC**, a Delaware limited liability company ("SHC"), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company ("TTG", together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as "Borrowers", each, individually, a "Borrower" and jointly, severally, and collectively, the "Borrowers"), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company ("Holdings"), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company ("Intermediate Holdco"), certain Subsidiaries of the Company from time to time party thereto as "Guarantors" (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a "Guarantor" and jointly, severally, and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.5 of the Credit Agreement, the undersigned hereby certifies that (a) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (b) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (c) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (d) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 881(c)(3)(B) of the Code and (e) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (a) an IRS Form W-8BEN or (b) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (i) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (ii) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____

Name _____

Title: _____

Date: [_____] [____], 20[____]

EXHIBIT G -4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company (“Select” or the “Company”), **REHABCARE GROUP, LLC**, a Delaware limited liability company (“RehabCare”), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company (“PeopleFirst”), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company (“RehabCare East”), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company (“Symphony”), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“VTA Management”), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company (“VTA Staffing”), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company (“Salt Lake”), **SHC REHAB, LLC**, a Delaware limited liability company (“SHC”), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company (“TTG”), together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as “Borrowers”, each, individually, a “Borrower” and jointly, severally, and collectively, the “Borrowers”), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdco”), certain Subsidiaries of the Company from time to time party thereto as “Guarantors” (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a “Guarantor” and jointly, severally, and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 3.5 of the Credit Agreement, the undersigned hereby certifies that (a) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (b) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (c) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (d) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 881(c)(3)(B) of the Code and (e) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (a) an IRS Form W-8BEN or (b) an IRS Form W-8IMY accompanied by an IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (i) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (ii) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____

Name _____

Title: _____

Date: [_____] __, 20[___]

EXHIBIT H
FORM OF SECURED OBLIGATION DESIGNATION NOTICE

Date: [_____] , 20[____]

To: Wingspire Capital LLC
as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of May 30, 2025, among **SELECT REHABILITATION, LLC**, a Delaware limited liability company ("Select" or the "Company"), **REHABCARE GROUP, LLC**, a Delaware limited liability company ("RehabCare"), **PEOPLEFIRST VIRGINIA, L.L.C.**, a Delaware limited liability company ("PeopleFirst"), **REHABCARE GROUP EAST, LLC**, a Delaware limited liability company ("RehabCare East"), **SYMPHONY HEALTH SERVICES, LLC**, a Delaware limited liability company ("Symphony"), **VTA MANAGEMENT SERVICES, LLC**, a Delaware limited liability company ("VTA Management"), **VTA STAFFING SERVICES, LLC**, a Delaware limited liability company ("VTA Staffing"), **SALT LAKE PHYSICAL THERAPY ASSOCIATES, LLC**, a Utah limited liability company ("Salt Lake"), **SHC REHAB, LLC**, a Delaware limited liability company ("SHC"), **THE THERAPY GROUP, LLC**, a Louisiana limited liability company ("TTG", together with Select, RehabCare, PeopleFirst, RehabCare East, Symphony, VTA Management, VTA Staffing, Salt Lake, SHC and the Subsidiaries of the Company from time to time party thereto as "Borrowers", each, individually, a "Borrower" and jointly, severally, and collectively, the "Borrowers"), **SRI INTERMEDIATE, LLC**, a Delaware limited liability company ("Holdings"), **SELECT REHABILITATION HOLDINGS, LLC**, a Delaware limited liability company ("Intermediate Holdco"), certain Subsidiaries of the Company from time to time party thereto as "Guarantors" (Holdings, Intermediate Holdco, and such Subsidiaries, each, individually, a "Guarantor" and jointly, severally, and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and **WINGSPIRE CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned, [Name of Provider], a [_____] [corporation] [limited liability company] (the "Counterparty"), is a counterparty to the [Swap Agreement] [agreement to provide Cash Management Services] described on Schedule 1 hereto (the "Agreement") with the Loan Party referred to on such Schedule. The Counterparty is delivering this Secured Obligation Designation Notice as required under the Credit Agreement in order that the obligations of such Loan Party to the Counterparty under the Agreement constitute [Noticed Swap Agreement Obligations] [Noticed Cash Management Obligations] and that the Counterparty be a Secured Party in respect thereof.²⁴

1. Designation. The Counterparty hereby represents and warrants to the Administrative Agent that it is a Lender or an Affiliate of a Lender.

2. Loan Documents. By executing and delivering this Secured Obligation Designation Notice, the Counterparty hereby agrees to be bound by all of the provisions of the Loan Documents which are applicable to it as a provider of the services described in the Agreement, including, without limitation, the

²⁴ Delete inapplicable items.

provisions of Articles 9 and 10 of the Credit Agreement. In addition, the Counterparty hereby (a) acknowledges and agrees that it has received a copy of the Loan Documents and such other documents and information as it has deemed appropriate to make its own decision to enter into the Agreement and execute and deliver this Secured Obligation Designation Notice, (b) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto (including, without limitation, the provisions of Articles 9 and 10 of the Credit Agreement), (c) agrees that it will be bound by the provisions of the Loan Documents and will perform in accordance with its terms all the obligations which by the terms of the Loan Documents are required to be performed by it as a provider of the services described in the Agreement, and (d) acknowledges and agrees to the terms and conditions set forth in Section 9.11 of the Credit Agreement. Without limiting the foregoing, the Counterparty agrees to indemnify the Administrative Agent as contemplated by Section 10.3(c) of the Credit Agreement for any claims, costs and expenses attributable to the Counterparty or the Agreement to the extent that the Loan Parties for any reason fail to indefeasibly pay any such amounts as required under Sections 10.3(a) and 10.3(b) of the Credit Agreement.

3. Governing Law. This Secured Obligation Designation Notice shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Secured Obligation Designation Notice to be duly executed as of the date first above written.

[NAME OF COUNTERPARTY]

By: _____
Name: _____
Title: _____

Acknowledged and accepted as of the
date first written above:

WINGSPIRE CAPITAL LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

Schedule 1 to Secured Obligation Designation Notice

EXHIBIT I
FORM OF INTERCOMPANY NOTE

(See attached.)

THIS AMENDED AND RESTATED INTERCOMPANY NOTE, THE PAYMENTS HEREUNDER, AND THE RIGHTS AND REMEDIES OF PAYEES HEREUNDER ARE SUBJECT AND SUBORDINATE TO THE PAYMENT OF ALL INDEBTEDNESS AND THE RIGHTS AND REMEDIES, LIENS AND SECURITY INTERESTS OF (A) ABL ADMINISTRATIVE AGENT AND THE ABL SECURED PARTIES PURSUANT TO THE ABL INTERCOMPANY SUBORDINATION AGREEMENT (EACH AS DEFINED BELOW) AND (B) TERM LOAN ADMINISTRATIVE AGENT AND THE TERM LOAN SECURED PARTIES PURSUANT TO THE TERM LOAN INTERCOMPANY SUBORDINATION AGREEMENT (EACH AS DEFINED BELOW).

AMENDED AND RESTATED
INTERCOMPANY NOTE

May 30, 2025

FOR VALUE RECEIVED, each of the undersigned, to the extent a borrower from time to time from any other entity listed on a signature page hereto (each, in such capacity, a “Payor”), hereby promises to pay on demand to such other entity listed below (each, in such capacity, a “Payee”), in lawful money of the United States of America, or in such other currency as agreed to by such Payor and such Payee, in immediately available funds, at such location as a Payee shall from time to time designate, the unpaid principal amount of all loans and advances made by such Payee to such Payor. Each Payor promises also to pay interest, if any, on the unpaid principal amount of all such loans and advances in like money at said location from the date of such loans and advances until paid at such rate per annum as shall be agreed upon from time to time by such Payor and such Payee. This Amended and Restated Intercompany Note (this “Note”) amends and restates that certain Intercompany Note dated as of October 19, 2022, without constituting a novation.

Reference is made to (x) that certain Amended and Restated First Lien Credit Agreement, dated as of May 30, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), by and among, *inter alios*, SRI Intermediate, LLC, a Delaware limited liability company (“Holdings”), Select Rehabilitation Holdings, LLC, a Delaware limited liability company (“Intermediate Parent”), Select Rehabilitation, LLC, a Delaware limited liability company (the “Borrower”), certain subsidiaries of the Borrower party thereto, the Lenders from time to time party thereto and Alter Domus (US) LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (collectively, the “Term Loan Secured Parties”) (in such capacities and together with its successors and assigns, the “Term Loan Administrative Agent”) and (y) that certain Credit Agreement, dated as of May 30, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”, together with the Term Loan Credit Agreement, each a “Credit Agreement” and collectively the “Credit Agreements”), by and among, *inter alios*, Holdings, Intermediate Parent, the Borrower, certain subsidiaries of the Borrower party thereto, the Lenders from time to time party thereto and Wingspire Capital LLC, in its capacity as administrative agent for the Lenders (collectively, the “ABL Secured Parties”) (in such capacity and together with its successors and assigns, the “ABL Administrative Agent”, together with the Term Loan Administrative Agent, each an “Administrative Agent” and collectively the “Administrative Agents”). Each Payee hereby acknowledges and agrees that each Administrative Agent may exercise all rights provided in the applicable Loan Documents with respect to this Note. Capitalized terms used in this Note but not otherwise defined herein shall have the meanings given to them in the Term Loan Credit Agreement and the ABL Credit Agreement, as applicable. This Note is the Intercompany Note referred to in the Credit Agreements. Notwithstanding anything to the contrary contained in this Note, each Payee and Payor understands and agrees that this Note is subject to the terms of each of (a) the Intercompany Subordination Agreement dated May 30, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Intercompany Subordination Agreement”) by and among ABL Administrative Agent and the Payors and Payees from time to time party thereto, and (b) the Intercompany Subordination Agreement dated May 30, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Subordination Agreement”, and together with the ABL Intercompany Subordination Agreement, collectively, the “Intercompany Subordination Agreements”) by and among the Term Loan Administrative Agent and the Payors and Payees from time to time party thereto.

This Note shall be pledged by each Payee to each of (i) the Term Loan Administrative Agent for the benefit of the Term Loan Secured Parties as collateral security for the full and prompt payment when due of, and the performance of, such Payee's Obligations (as defined in the Term Loan Credit Agreement) and (ii) the ABL Administrative Agent for the benefit of the ABL Secured Parties as collateral security for the full and prompt payment when due of, and the performance of, such Payee's Obligations (as defined in the ABL Credit Agreement). Each Payee hereby acknowledges and agrees that after the occurrence and during the continuance of an Event of Default under and as defined in the Term Loan Credit Agreement or the ABL Credit Agreement, the applicable Administrative Agent may, in addition to the other rights and remedies provided pursuant to the Loan Documents and otherwise available to it (subject to any applicable notice requirements thereunder), exercise all rights of the Payees that are Loan Parties with respect to this Note.

Upon the commencement of any insolvency or bankruptcy proceeding, or any receivership, liquidation (voluntary or otherwise), reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, winding up or other similar proceeding in connection therewith, relating to any Payor owing any amounts evidenced by this Note to any Payee, or to any property of any such Payor, all amounts evidenced by this Note owing by such Payor to any and all Payees shall become immediately due and payable, without presentment, demand, protest or notice of any kind.

Each Payee is hereby authorized (but not required) to record all loans and advances made by it to any Payor (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting *prima facie* evidence of the accuracy of the information contained therein. For the avoidance of doubt, this Note shall not in any way replace, or affect the principal amount of, any intercompany loan outstanding between any Payor and any Payee prior to the execution hereof, and to the extent permitted by applicable law, from and after the date hereof, each such intercompany loan shall be deemed to incorporate the terms set forth in this Note to the extent applicable and shall be deemed to be evidenced by this Note together with any documents and instruments executed prior to the date hereof in connection with such intercompany Indebtedness.

Each Payor hereby waives presentment, demand, protest or notice of any kind in connection with this Note. Except to the extent of any taxes required by law to be withheld, all payments under this Note shall be made without offset, counterclaim or deduction of any kind.

This Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Note shall inure to the benefit of each Payee and their respective successors and assigns, including subsequent holders hereof.

From time to time after the date hereof, additional subsidiaries of the Borrower may become parties hereto (as Payor and/or Payee, as the case may be) by executing a counterpart signature page hereto, which shall be automatically incorporated into this Note (each additional Subsidiary, an "Additional Party"). Upon delivery of such counterpart signature page to the Payees, notice of which is hereby waived by the other Payors, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other person becomes or fails to become or ceases to be a Payor or Payee hereunder. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and any amendment or other modification thereof (including waivers and consents), shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be 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).

Indebtedness governed by this Note shall be maintained in "registered form" within the meaning of

Section 163(f) of the Internal Revenue Code of 1986, as amended.

Any Payor shall be automatically released from this Note in the event that such Payor is released from both of the Intercompany Subordination Agreements in accordance with their terms. Any Payee shall be automatically released from this Note in the event that such Payee is released from both of the Intercompany Subordination Agreements in accordance with their terms.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

PAYORS AND PAYEES:

SELECT REHABILITATION HOLDINGS, LLC

By: _____
Name: Anna Gardina Wolfe
Title: Chief Executive Officer

SELECT REHABILITATION, LLC

By: _____
Name: Anna Gardina Wolfe
Title: Chief Executive Officer

SRI INTERMEDIATE, LLC

By: _____
Name: Anna Gardina Wolfe
Title: Chief Executive Officer

REHABCARE GROUP, LLC
PEOPLESFIRST VIRGINIA, L.L.C.
REHABCARE GROUP EAST, LLC
SALT LAKE PHYSICAL THERAPY ASSOCIATES,
LLC
SHC REHAB, LLC
THE THERAPY GROUP, LLC
SYMPHONY HEALTH SERVICES, LLC
VTA MANAGEMENT SERVICES, LLC
VTA STAFFING SERVICES, LLC

By: _____
Name: Anna Gardina Wolfe
Title: Chief Executive Officer

**ENDORSEMENT ATTACHMENT TO AMENDED AND
RESTATED INTERCOMPANY NOTE**

FOR VALUE RECEIVED, each of the undersigned hereby sells, assigns and transfers unto _____ its rights under that certain Amended and Restated Intercompany Note, dated as of May 30, 2025, executed by SRI Intermediate, LLC, a Delaware limited liability company, Select Rehabilitation Holdings, LLC, a Delaware limited liability company, Select Rehabilitation, LLC, a Delaware limited liability company, RehabCare Group, LLC, a Delaware limited liability company, Peoplefirst Virginia, L.L.C., a Delaware limited liability company, RehabCare Group East, LLC, a Delaware limited liability company, Symphony Health Services, LLC, a Delaware limited liability company, VTA Management Services, LLC, a Delaware limited liability company, VTA Staffing Services, LLC, a Delaware limited liability company, Salt Lake Physical Therapy Associates, LLC, a Utah limited liability company, SHC Rehab, LLC, a Delaware limited liability company and The Therapy Group, LLC, a Louisiana limited liability company and payable to the order of _____ and does hereby irrevocably constitute and appoint _____, or its duly authorize representative attorney to transfer said note with full power of substitution in the premises.

Dated: _____

[Signature Pages Follow]

SELECT REHABILITATION HOLDINGS, LLC

By: _____

Name: Anna Gardina Wolfe

Title: Chief Executive Officer

SELECT REHABILITATION, LLC

By: _____

Name: Anna Gardina Wolfe

Title: Chief Executive Officer

SRI INTERMEDIATE, LLC

By: _____

Name: Anna Gardina Wolfe

Title: Chief Executive Officer

REHABCARE GROUP, LLC

PEOPLEFIRST VIRGINIA, L.L.C.

REHABCARE GROUP EAST, LLC

SALT LAKE PHYSICAL THERAPY

ASSOCIATES, LLC

SHC REHAB, LLC

THE THERAPY GROUP, LLC SYMPHONY

HEALTH SERVICES, LLC VTA

MANAGEMENT SERVICES, LLC VTA

STAFFING SERVICES, LLC

By: _____

Name: Anna Gardina Wolfe

Title: Chief Executive Officer