

CREDIT AGREEMENT

This CREDIT AGREEMENT dated as of September 17, 2025

ARTICLE IV

COVENANTS

Section 4.1 Restricted Payments

The Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(a) declare or pay any dividend or make any other payment or distribution on account of the Borrower's or any of its Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Borrower or any of its Subsidiaries) or to the direct or indirect holders of the Borrower's or any of its Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Borrower and other than dividends or distributions payable to the Borrower or a Subsidiary of the Borrower);

(b) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Equity Interests of the Borrower or any direct or indirect parent of the Borrower;

(c) make any principal payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of the Borrower or any Guarantor that is contractually subordinated to the Obligations or to any Guarantee (excluding any intercompany Indebtedness between or among the Borrower and any of its Subsidiaries), except a payment of principal at the Stated Maturity thereof; or

(d) make any Restricted Investment.

Section 4.2 Limitation on Incurrence of Indebtedness

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make any Restricted Payment unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed

Charge Coverage Ratio test set forth in Section 10.03(a); and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries since the Issue Date, is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the Issue Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment;

(B) 100% of the aggregate net cash proceeds received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company;

(C) to the extent that any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of (i) the cash return of capital with respect to such Restricted Investment and (ii) the initial amount of such Restricted Investment.

SECTION 10.02. Limitation on Mergers and Consolidations.

The Borrower will not, and will not permit any of its Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Borrower (each, an 'Affiliate Transaction'), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the Borrower or the relevant Subsidiary than those that would have been obtained in a comparable transaction by the Borrower or such Subsidiary with a Person who is not an Affiliate of the Borrower; and

(2) the Borrower delivers to the Lender with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$10,000,000, a resolution of the Board of Directors of the Borrower set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant.

ARTICLE V

EVENTS OF DEFAULT

Section 5.1 Change of Control

Upon the occurrence of a Change of Control, the Borrower will make an offer (a 'Change of Control Offer') to the Lender to prepay all Obligations at a price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, to the date of prepayment.

'Change of Control' means the occurrence of any of the following:

(a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Borrower and its Subsidiaries taken as a whole to any 'person' (as that term is used in Section 13(d) of the Exchange Act);

(b) the adoption of a plan relating to the liquidation or dissolution of the Borrower;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any 'person' becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Borrower.

Section 5.2 Limitation on Liens

The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind securing Indebtedness on any asset now owned or hereafter acquired, except Permitted Liens.

'Permitted Liens' means:

- (1) Liens securing the Obligations;
- (2) Liens in favor of the Borrower or any Subsidiary;
- (3) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Borrower or any Subsidiary;
- (4) Liens on property existing at the time of acquisition of the property by the Borrower or any Subsidiary;
- (5) Liens to secure Indebtedness permitted to be incurred under Section 4.2.