

CREDIT AGREEMENT

Dated as of October 16, 2023

by and between

POWER TRAIN TECHNOLOGIES CHILE S.A.,

as Borrower

and

MUFG BANK, LTD.,

as Bank

CREDIT AGREEMENT

This CREDIT AGREEMENT (this “Agreement”), dated as of the Agreement Date, is by and between **POWER TRAIN TECHNOLOGIES CHILE S.A.**, a corporation (*sociedad anónima*) duly organized and validly existing under the laws of the Republic of Chile (“Chile”), and **MUFG BANK, LTD.** a Japanese banking corporation (the “Bank”).

WHEREAS, the Borrower desires the Bank to extend credit to the Borrower, and the Bank agrees to extend credit to the Borrower, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the Borrower and the Bank hereby agree as follows:

Part A – Transaction Specific Loan Terms and Conditions

Section 1. Loan Terms and Conditions

Capitalized terms used but not defined in this Section 1 shall have the meanings assigned thereto Schedule A attached.

1.	Agreement Date	October 16, 2023.
2.	Parent	Marubeni Corporation, a corporation duly organized under the laws of Japan.
3.	Use of Proceeds	General corporate purposes of the Borrower and its Subsidiaries, including working capital of the Borrower
4.	Term Facility Amount	Not applicable.
5.	Revolving Facility Amount	US\$15,000,000.00, up to 1 year tenor revolving facility.
6.	Uncommitted / Committed	Uncommitted Credit Facility.
7.	Availability Period End Date	June 9, 2024.
8.	Revolving Credit Facility Maturity Date	June 9, 2025.
9.	Term Loan Maturity Date	Not Applicable.
10.	Term Loan Amortization Schedule	Not Applicable.
11.	Commitment Fee Rate	Not Applicable.
12.	Upfront Fee Amount	Not Applicable.
13.	Applicable Margin	To be determined by MUFG.
14.	Interest Period Tenor	Any of the following: 1 month, 2 months, 3 months, 6 months, or 12 months as set forth in the Loan Request Confirmation.
15.	Secured Indebtedness Cap	None.
16.	Other Permitted Liens	None.
17.	Other Permitted Dispositions	None.
18.	Audited Financial Statements	Complete audited annual financial statements of the Borrower and its consolidated Subsidiaries for the fiscal year of the Borrower ended December 31, 2022, including, but not limited to, the balance sheet and profit and loss statement for such fiscal year including statements of income,

		retained earnings and cash flows of the Borrower for such annual period. Statements may be in either Spanish or English.
19.	Audited Financial Due Date	One hundred twenty (120) days following the last day of each fiscal year of the Borrower.
20.	Unaudited Financial Statements	Complete internally prepared financial statements of the Borrower and its consolidated Subsidiaries for the fiscal semiannual period ending on June 30 of each year, including, but not limited to, the balance sheet and profit and loss statement for such periods of the Borrower for such semiannual period. Statements may be in Spanish or English.
21.	Unaudited Financial Due Date	Ninety (90) days following June 30 of each year.
22.	Other Reporting Requirements	Certification by the Borrower's CFO that no Default or Event of Default exists, has occurred, or is continuing, which shall be delivered contemporaneously with the Borrower's Audited or Unaudited Financials.
23.	Applicable Accounting Standards	IFRS for SMEs Accounting Standard – the International Financial Reporting Standards for Small and Medium-Sized Entities issued by the International Accounting Standards Board, as in effect from time to time, as applicable.
24.	Applicable Jurisdiction	Chile.
25.	Existing Indebtedness	Not applicable.
26.	Borrower Notice Address	POWER TRAIN TECHNOLOGIES CHILE S.A. Barón de Juras Reales 5050 Conchalí, Santiago, Chile, ZIP Code 8550677 Attn. Eduardo Thieme, Executive Director Telephone: +56 97 548 4337 Email: eduardo.thieme@ptt.cl
27.	Bank Notice Address	MUFG Bank, Ltd. 1251 Avenue of the Americas, 15th Floor New York, New York 10020-1104 Attention: Yukino Watanabe Japanese Corporate Banking (East) Telephone: 1-201-705-7089 Email: ywatanabe@us.mufg.jp
28.	Bank's Office	1251 Avenue of the Americas, 15th Floor New York, New York 10020-1104.
29.	Time Zone	New York City, New York time.
30.	Process Agent	Cogency Global, Inc.
31.	Addenda	Chile Country Specific Terms and Conditions.
32.	Other Terms	Notwithstanding anything to the contrary contained herein (including the Standard Terms and Conditions), the Bank hereby acknowledges the following: (i) As of the Agreement Date, Inveniam S.A. holds 60% shares of the Borrower, and the Parent holds remaining 40% shares; (ii) Inveniam S.A. and the Parent entered into the Stock Purchase Agreement dated on August 1, 2023, under which the Parent will

		<p>acquire all of the shares of the Borrower from the Inveniam S.A. at closing date, subject to fulfilment of relevant conditions precedent;</p> <p>(iii) Such conditions precedent include: (a) the Borrower to enter into loan agreement with other financial institution, which is understood by both parties shall not constitute a breach of Sec. 10(l) herein, (b) the Borrower selling the 100% shares of PTT Argentina, the subsidiary of the Borrower, to Inveniam S.A at the fixed price, and (c) the Borrower entering into transition service agreement, exclusive distributorship agreement, and any other agreements with Inveniam S. A. affiliated company to ensure the continuity of business of the Borrower;</p> <p>(iv) The Borrower may amend the dates on which its fiscal quarters, and/or fiscal year will end, provided however, such changes shall not be in a manner materially adverse to the interests of the Bank, and provided further that the Borrower will promptly notify the Bank (but in no event later than five (5) days thereof).For the avoidance of doubt, the above event or action by the Borrower and the Parent shall not be deemed as breach of representation and warranties or covenants under this Agreement or any other Credit Documents; and</p> <p>(v) The Borrower is not required to obtain and submit an opinion letter as a condition precedent. Therefore, no legal opinion is required and all references to such requirement in Sec. 9(i)(E) of the Credit Agreement are null.</p>
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PART B – MUFG STANDARD TERMS AND CONDITIONS FOR ALL LOAN TYPES

Section 2. Credit Facilities and Fees.

(a) Revolving Loans. Upon the terms and conditions of this Agreement and in reliance upon the representations and warranties of the Borrower set forth in Section 8, the Bank may, in its sole and absolute discretion on a case-by-case basis (or, to the extent the Revolving Credit Facility is a Committed Credit Facility, shall), from time to time during the Availability Period, make Revolving Loans in Dollars to the Borrower in an aggregate principal amount that will not result in the aggregate principal amounts of all outstanding Revolving Loans exceeding the amount of the Revolving Facility Amount. Within the foregoing limits and subject to the terms and conditions set forth in this Agreement, the Borrower may request, prepay and reborrow Revolving Loans from time to time during the Availability Period.

(b) Term Loan. Upon the terms and conditions of this Agreement and in reliance upon the representations and warranties of the Borrower set forth in Section 8, the Bank may, in its sole and absolute discretion on a case by case basis (or, to the extent the Term Loan Facility is a Committed Credit Facility, shall) make a Term Loan in Dollars to the Borrower, on the Agreement Date, in a principal amount not to exceed the Term Loan Facility Amount. Amounts prepaid or repaid in respect of the Term Loan may not be reborrowed.

(c) Uncommitted Credit Facilities. Notwithstanding anything in this Agreement to the contrary, the Borrower acknowledges and agrees that the Bank has no obligation to make any Loan under any Uncommitted Credit Facility to the Borrower and that the making of one or more Loans under any Uncommitted Credit Facility hereunder shall not obligate the Bank to make any future Loan under any Uncommitted Credit Facility hereunder. Without limiting the foregoing, nothing contained in this Agreement shall be deemed to create any commitment on the part of the Bank to make any Loan under any Uncommitted Credit Facility hereunder or to affect, impair or diminish the right of the Bank in its sole discretion, to refuse to fund any requested Loan under any Uncommitted Credit Facility. In furtherance of the foregoing, the Borrower expressly agrees that no course of action or conduct shall obligate the Bank to make any Loan under any Uncommitted Credit Facility to the Borrower.

(d) Upfront Fee. The Borrower shall pay to the Bank an upfront fee (the “Upfront Fee”) in Dollars on the Agreement Date in an amount equal to the Upfront Fee Amount (if any). The Upfront Fee shall be fully earned on the date hereof and non-refundable, and may be netted from the proceeds of any Loan funded on the Agreement Date as the Bank and the Borrower separately agree.

(e) Commitment Fee. The Borrower shall pay to the Bank a commitment fee (the “Commitment Fee”) on the average daily unused portion of the Revolving Commitment (if any) during the Availability Period at a rate per annum equal to the Commitment Fee Rate (if any), payable in Dollars quarterly in arrears on the last Business Day of each successive calendar quarter following the Agreement Date and on the Availability Period End Date. Such Commitment Fee shall be calculated on the basis of a 360-day year and the actual number of days elapsed.

Section 3. Loans.

(a) Generally. Subject to Section 6(d), each Loan made shall be comprised entirely of Cost of Funds Loans, ABR Loans and Term SOFR Loans as the Borrower may request in accordance herewith. Thereafter, the Borrower may elect to (x) convert Loans to a different Type of Loan or (y) continue Loans and elect Interest Periods therefor, all as provided in this Section 3. The Borrower may elect different options with respect to different Loans; provided that the maximum number of different Interest Periods outstanding at any time shall not exceed the Interest Period Cap. Each Loan shall be made in integral multiples of the Minimum Borrowing Amount. The Bank at its option may make any Loan by causing any domestic or foreign branch or Affiliate of the Bank to make such Loan (and in the case of an Affiliate, the provisions of Section 6 shall apply to such Affiliate to the same extent as to the Bank); provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(b) Loan and Interest Election Requests. For each proposed Loan, conversion of such Loan to a different Type or continuation of such Loan for an additional Interest Period, unless otherwise agreed by the Bank in its sole discretion, the Borrower shall give the Bank written notice of its proposal (each, a “Loan Request”) no later than 11:00 a.m. (A) with respect to any borrowing of, conversion to or continuation of, a Term SOFR Loan on the third (3rd) U.S. Government Securities Business Day before the date of such borrowing, conversion or continuation or (B) with respect to any borrowing of, conversion to or continuation of, a Cost of Funds Loan or an ABR Loan on the second (2nd) Business Day before the date of such borrowing, conversion or continuation. Each such Loan Request shall specify (i) in the case of a borrowing of Loans, the requested Disbursement Date of the proposed Loan, which date shall be a Business Day, and the amount of such proposed Loan, (ii) in the case of any conversion or continuation of a Loan, the Loan to which such request applies and the effective date of the requested conversion or continuation, which shall be a Business Day, (iii) whether the resulting Loan is to be Term SOFR Loan, a Cost of Funds Loan or an ABR Loan and (iv) with respect to each Term SOFR Loan or Cost of Funds Loan, the duration of the Interest Period to be applicable to such Loan. Such Loan Request shall be (A) irrevocable, (B) in form and substance reasonably acceptable to the Bank, (C) executed by an Authorized Officer of the Borrower to

the extent requested by the Bank and (D) delivered by any Electronic System acceptable to the Bank pursuant to procedures approved by the Bank (or in such other form (including by telephone) as acceptable to the Bank in its sole discretion). If the Borrower fails to deliver a Loan Request for a conversion or continuation with respect to any Term SOFR Loan or Cost of Funds Loan prior to the end of the Interest Period applicable thereto, then, unless such Loan is repaid as provided herein, at the end of such Interest Period such Loan shall be continued as a Term SOFR Loan or Cost of Funds Loan, as applicable with an Interest Period of one month. The Borrower shall notify the Bank in writing of the names of their respective Authorized Officers authorized to request Loans (and conversions and continuations with respect thereto) on behalf of the Borrower and shall provide the Bank with the specimen signatures of such officers in form and substance reasonably satisfactory to the Bank. The proceeds of each Loan shall be disbursed by the Bank by crediting the Borrower's designated account at the Bank's Office with immediately available funds or in such other manner as may be acceptable to the Borrower and the Bank. Subject to the terms and conditions of this Agreement, if the Borrower shall properly and timely request a Loan under this Section 3(b), then the Bank shall disburse the proceeds of such Loan on the Disbursement Date therefor.

(c) Optional Prepayments. Subject to Section 7, the Borrower may, at any time and from time to time, prepay Loans in whole or in part, except that any partial prepayment shall be in integral multiples of the Minimum Borrowing Amount. Unless otherwise agreed by the Bank in its sole discretion, the Borrower shall give the Bank written notice of each prepayment no later than 11:00 a.m., (i) in the case of a Term SOFR Loan, three (3) U.S. Government Securities Business Days before the date of such prepayment and (ii) in the case of an ABR or Cost of Funds Loan, two (2) Business Days before the date of such prepayment. Each written notice of prepayment shall specify the date on which prepayment is to be made, the amount to be prepaid, whether the Loan is a Term SOFR Loan, an ABR Loan or a Cost of Funds Loan, and if such Loan is a Term SOFR Loan or a Cost of Funds Loan, the last day of the Interest Period with respect thereto.

(d) Mandatory Prepayments. To the extent, if any, that the aggregate outstanding principal amount of Revolving Loans exceeds the amount of the Revolving Facility Amount (including after giving effect to any termination or reduction of the Revolving Facility Amount for any reason), the Borrower shall be required, subject to Section 6, to immediately make a prepayment equal to such excess amount.

(e) Facility Termination and Reduction. Unless previously terminated, (i) any Term Loan Facility Amount shall terminate at 5:00 p.m., on the Agreement Date (or, if earlier, immediately following the funding of the Term Loan on the Agreement Date) and (ii) the Revolving Facility Amount shall terminate on the Availability Period End Date. The Borrower shall have the right, upon not less than five (5) Business Days' irrevocable written notice to the Bank (or such other time as agreed by the Bank in its sole discretion), to terminate the Revolving Facility Amount or, from time to time, to reduce the Revolving Facility Amount, subject to the provisions of Section 3(d); provided that any termination or reduction of the Revolving Facility Amount shall be permanent and irrevocable and shall, subject to Section 6, be accompanied by prepayment in full of all Revolving Loans; provided further that (x) any such reduction shall be in an amount that is an integral multiple of the Minimum Borrowing Amount and (y) the Borrower shall not be permitted to terminate or reduce the Revolving Facility Amount if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with this Section 3(e), the aggregate outstanding principal amount of the Revolving Loans would exceed the Revolving Facility Amount.

(f) Extension of Maturity. The Borrower may request an extension of any then-existing Maturity Date or Availability Period End Date (each, an "Existing Date") for an additional period of time by submitting a written request for extension, signed by an Authorized Officer of the Borrower and substantially in the form of Exhibit B or such other form as agreed by the Bank, to the Bank no later than 30 days prior to (but no earlier than 90 days prior to) such Existing Date (or such other period or time as agreed by the Bank in its sole discretion). If the Bank, in its sole discretion, shall agree to such extension by delivering to the Borrower an approval thereof in the form of a letter substantially as set forth on Exhibit B or such other form as agreed by the Bank (an "Extension Approval"), then such Existing Date shall be extended for an additional period as set out in the Extension Approval; provided that any such extension of the Existing Date pursuant to this Section 3(f) shall be effective (the "Extension Effective Date") only upon satisfaction of the following conditions precedent: (i) delivery by the Bank of the relevant Extension Approval; (ii) no Default shall have occurred and be continuing on such Extension Effective Date or result therefrom; (iii) all representations and warranties of the Borrower and the Parent shall be true and correct in all respects, as though made as of such Extension Effective Date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and (iv) on or prior to such Extension Effective Date, to the extent requested by the Bank, the Bank shall have received resolutions of the Borrower and the Parent approving such extension (or such other documents confirming due capacity and authorization of the Extension Approval) and such other deliveries consistent with those provided on the Agreement Date, all in form and substance reasonably satisfactory to the Bank.

Section 4. Interest.

(a) Interest Rate. Unless an Event of Default is continuing, each Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Interest Rate for such Loan. Interest so accrued on each Loan shall be due and payable to the Bank by the Borrower on each Interest Payment Date(s); provided, that (x) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (y) in the event of any conversion of any Term SOFR Loan or Cost of Funds Loan to a Loan of another Type prior to the end of the Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(b) Post-Default Rate. During an Event of Default, each Loan (whether or not due) and, to the maximum extent permitted by Applicable Law, all other Obligations due and payable hereunder, in each case, shall bear interest at the applicable Post Default Rate, which interest shall be due and payable on demand.

(c) Calculation of Interest and Fees. Interest payable under this Agreement shall be paid in Dollars and calculated on the basis of a year of 360 days (or in the case of interest computed by reference to the ABR at times when the ABR is based on the Prime Rate, such interest 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). Any determination of interest or fees hereunder shall be determined by the Bank, and such determination shall be conclusive absent manifest error.

(d) Maximum Rate. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or other Obligation owing under this Agreement, together with all fees, charges and other amounts that are treated as interest on such Loan or other Obligation under Applicable Law (collectively, "charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Bank or other Person holding such Loan or other Obligation in accordance with Applicable Law, the rate of interest payable in respect of such Loan or other Obligation hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and charges that would have been paid in respect of such Loan or other Obligation but were not paid as a result of the operation of this Section shall be cumulated and the interest and charges payable to the Bank or other Person in respect of other Loans or Obligations or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate for each day to the date of repayment, shall have been received by the Bank or other Person. Any amount collected by the Bank or other Person that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or other Obligation or refunded to the Borrower so that at no time shall the interest and charges paid or payable in respect of such Loan or other Obligation exceed the maximum amount collectible at the Maximum Rate.

(e) Conforming Changes. In connection with the use or administration of any Benchmark, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document. The Bank will promptly notify the Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of any Benchmark.

Section 5. Payments by the Borrower.

(a) Time, Place and Manner.

(i) The Borrower hereby irrevocably and unconditionally agrees to repay to the Bank in Dollars in a single installment the entire outstanding principal amount of each Revolving Loan, and the entire outstanding principal amount of each Revolving Loan shall mature and become due and payable on, the Revolving Credit Facility Maturity Date.

(ii) The Borrower hereby irrevocably and unconditionally agrees to repay to the Bank in Dollars the outstanding principal amount of the Term Loan in such amounts and on such dates (if any) as set forth under "Term Loan Amortization Schedule" in Section 1 (Loan Terms and Conditions). To the extent not otherwise repaid in full prior to such date, the Borrower hereby irrevocably and unconditionally agrees to repay to the Bank in Dollars in a single installment the entire outstanding principal amount of the Term Loan on the Term Loan Maturity Date.

(iii) All payments due to the Bank under this Agreement shall be made to the Bank at the Bank's Office or at such other address as the Bank may designate in writing from time to time.

(iv) Except as otherwise specified in this Agreement, a payment shall not be deemed to have been made on any day unless such payment has been received at the required place of payment, in Dollars and in funds immediately available, no later than 2:00 p.m. on such day (or such other time as agreed by the Bank in its sole discretion).

(b) No Reductions. All payments due to the Bank under this Agreement shall be made by the Borrower without any reduction or deduction whatsoever, including any reduction or deduction for any set off, recoupment, counterclaim (whether sounding in tort, contract or otherwise) or Tax, except for any withholding or deduction for Taxes required to be withheld or deducted under Applicable Law.

(c) Taxes. If any Tax is required to be withheld or deducted from, or is otherwise payable by the Borrower in connection with, any payment due to the Bank under this Agreement, the Borrower shall (i) if required, withhold or deduct the amount of such Tax from such payment and, in any case, pay such Tax to the appropriate taxing authority in accordance with Applicable Law and (ii) pay to the Bank such additional amounts as may be necessary so that the net amount received by the Bank with respect to such payment, after withholding or deducting all Taxes required to be withheld or deducted, is equal to the full amount payable under this

Agreement. If any Tax is withheld or deducted from any payment due to the Bank under this Agreement, the Borrower shall, within thirty (30) days after the date of such payment, furnish to the Bank the original or a certified copy of a receipt for such Tax from the applicable taxing authority.

(d) Authorization to Charge Accounts. The Borrower hereby authorizes the Bank, if and to the extent any amount payable by the Borrower under this Agreement is not otherwise paid when due, to charge such amount against any or all of the accounts the Borrower maintains with any branch or office of the Bank or its Affiliates (as if the Bank and its Affiliates were one and the same entity), with the Borrower remaining liable for any deficiency.

(e) Extension of Payment Dates. Unless otherwise provided herein, whenever any payment to the Bank under this Agreement shall be due (otherwise than by reason of acceleration) on a day that is not a Business Day, the date of payment thereof shall be extended to the next succeeding Business Day; provided that, if such immediately succeeding Business Day shall fall in the next calendar month, then the date of payment thereof shall be the immediately preceding Business Day. If the date for any payment under this Agreement is extended, such payment shall bear interest for such extended time at the rate of interest applicable hereunder.

(f) Judgment Currency. The obligation of the Borrower to make payment in Dollars of the principal of and interest on the Loans and any other amounts due under this Agreement or any other Credit Document shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment, which is expressed in or converted into any currency other than Dollars, except to the extent such tender or recovery shall result in the actual receipt by the Bank or holder of the Loans of the full amount of Dollars expressed to be payable in respect of the principal of and interest on the Loans and all other amounts due under this Agreement or any other Credit Document. If for the purpose of obtaining or enforcing judgment against the Borrower in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in Dollars, the conversion shall be made at the Dollar equivalent thereof (as quoted by the Bank or if the Bank does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Bank) determined, in each case, as of the day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date"). If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Borrower covenants and agrees to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date. For purposes of determining the Dollar equivalent or any other rate of exchange for this section, such amounts shall include any premium and costs payable in connection with the purchase of Dollars.

Section 6. Funding Losses; SOFR Funding; Illegality; Increased Costs.

(a) Funding Losses. The Borrower will indemnify the Bank against, and on demand reimburse the Bank for, any loss, premium, penalty, cost or expense which the Bank may pay or incur (including any loss or expense incurred by reason of the relending, depositing or other employment of funds acquired by the Bank to fund any Loan, and the cost of terminating any interest rate swap or other funding arrangement entered by the Bank to make or maintain any Loan) as a result of (i) any payment or conversion of any Loan on a date other than the on the last day of an Interest Period applicable thereto, (ii) any failure by the Borrower to borrow any Loan on a date specified therefor pursuant to Section 2(b) or (iii) any failure by the Borrower to prepay any Loan on the date specified therefor in a notice of prepayment delivered by the Borrower pursuant to Section 2(c). The Bank shall furnish the Borrower with a certificate setting forth the basis for determining any additional amount to be paid to it hereunder, and such certificate shall be conclusive, absent manifest error, as to the contents thereof. Borrower shall pay all amounts set forth in any such certificate within ten (10) days of receipt thereof.

(b) Inability to Determine Rates. Subject to Section 6(d) below, anything else in this Agreement to the contrary notwithstanding, if the Bank determines (which determination shall be binding and conclusive), prior to the commencement of any Interest Period for a Term SOFR Loan, that (i) adequate and reasonable means do not exist for ascertaining the Term SOFR Rate for such Interest Period or (ii) the Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to the Bank of making or maintaining its Loans (or Loan) included for such Interest Period, then, in any such case, the Bank shall give the Borrower prompt notice thereof, and until the Bank notifies the Borrower that the circumstances giving rise to such notice no longer exist, (A) the Bank shall be under no obligation to make any Term SOFR Loan and (B) any Term SOFR Loan shall be converted to a Cost of Funds Loan (with an Interest Period of one-month or such other period as may be agreed between the Borrower and the Bank) or an ABR Loan (as determined by the Bank in its sole discretion) at the end of the then-current Interest Period.

(c) Rates Generally. The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (i) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, the Cost of Funds Rate, the Prime Rate or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement Rate), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement Rate)

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, the Cost of Funds Rate, the Prime Rate or any other Benchmark prior to its discontinuance or unavailability or (ii) the effect, implementation or composition of any Conforming Changes. The Bank and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, the Cost of Funds Rate, the Prime Rate, any alternative, successor or replacement rate (including any Benchmark Replacement Rate) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, the Cost of Funds Rate, the Prime Rate, or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower 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.

(d) Benchmark Replacement Rate. Notwithstanding anything to the contrary in this Agreement or any other Credit Document, if a Benchmark Transition Event has occurred, the Bank may, by notice to the Borrower, amend this Agreement to establish an alternate rate of interest for the Benchmark that gives 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 to the then-current Benchmark at such time (the “Benchmark Replacement Rate”); provided that in no event shall any Benchmark Replacement Rate be less than the Floor. The Borrower acknowledges that the Benchmark Replacement Rate may include a spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) for the replacement of the Benchmark (which may include, if any Benchmark already contains such a spread, adding that spread to the Benchmark Replacement Rate). The Bank may further amend this Agreement by such notice to the Borrower to make any Conforming Changes that the Bank decides may be appropriate to reflect the adoption and implementation of the Benchmark Replacement Rate. The Benchmark Replacement Rate, together with all such Conforming Changes as specified in any notice, shall become effective on the fifth (5th) Business Day after the Bank has provided notice to the Borrower, without any further action or consent of the Borrower, so long as the Bank has not received, by 5:00 p.m. on such fifth (5th) Business Day, written notice of objection to the Benchmark Replacement Rate from the Borrower. If, on the date the Benchmark actually becomes permanently unavailable pursuant to a Benchmark Transition Event, a Benchmark Replacement Rate has not been established in this manner, Loans will, until a Benchmark Replacement Rate is so established, bear interest at (x) the Cost of Funds Rate or the ABR plus (y) the Applicable Margin with respect thereto.

(e) Illegality. If the Bank determines that any Applicable Law or any change therein or any change in the interpretation or administration thereof by any government, governmental agency or authority, court, tribunal, central bank or other comparable body charged with the interpretation or administration thereof or compliance by the Bank with any subsequently adopted interpretation, request, guideline or directive (whether or not having the force of law) of any such government, governmental agency or authority, court, tribunal, central bank or other comparable body has made it unlawful or impossible, or that any Governmental Authority has asserted that it is unlawful or impossible, for the Bank or its applicable lending office to maintain this Agreement or to make, maintain or fund Loans whose interest is determined by reference to SOFR, or to determine or charge interest rates based upon, SOFR or otherwise, then, upon notice thereof by the Bank to the Borrower, any obligation of the Bank to make Term SOFR Loans or any other Loan which may be subject to the provisions of this Section 6(e) shall be suspended until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from the Bank, prepay the Loans or, if applicable, convert all Term SOFR Loans to Cost of Funds Loans (with an Interest Period of one-month or such other period as may be agreed between the Borrower and the Bank) or an ABR Loan (as determined by the Bank in its sole discretion) (i) immediately, if the Bank may not lawfully continue to maintain such Term SOFR Loans or (ii) on the last day of the Interest Period therefor if the Bank may lawfully continue to maintain such Term SOFR Loans to such date. Upon any such prepayment or conversion, the Borrower shall also pay any additional amounts required pursuant to Section 6(a).

(f) Increased Costs; Changes in Law. The Borrower will compensate the Bank for any loss, cost or expense resulting from any change in Applicable Law or the imposition by any government, governmental or regulatory agency or Governmental Authority or court of reserve requirements, additional reserve requirements, special deposit requirements, capital adequacy or liquidity requirements, insurance charges, taxes or other assessments or charges (whether or not having the force of law) with respect to the Loans (or with respect to any deposits or other funds acquired to fund the Loans, any other requirement or condition with respect to the Loans, or any such deposits or other funds), the result of which shall be to (i) increase the cost to the Bank of the Loans or the transactions contemplated hereunder, (ii) reduce the amount of any sum received or receivable by the Bank with respect to the Loans or the return to be earned by the Bank on the Loans or (iii) reduce the rate of return on the capital of the Bank or its holding company allocated to the Loans or any Commitments or a consequence of this Agreement to a level below that which the Bank or the Bank’s holding company could have achieved but for such change in Applicable Law (taking into consideration the Bank’s policies and the policies of the Bank’s holding company with respect to capital adequacy and liquidity). For the avoidance of doubt, the foregoing sentence shall apply to all requests, rules, guidelines or directives concerning capital adequacy or liquidity issued in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities, regardless of the date adopted, issued, promulgated, or implemented. A certificate submitted by the Bank to the Borrower setting forth in reasonable detail the Bank’s method for calculating any such loss, cost or expense shall be conclusive absent manifest error.

All determinations by the Bank under this Section 6 shall be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 6.

Section 7. Evidence of Indebtedness.

(a) Promissory Notes. Upon the request of the Bank, the Borrower shall from time to time issue to the Bank one or more promissory notes (each, a “Note”) in form and substance satisfactory to the Bank. The Bank may, and is hereby authorized by the Borrower to, endorse on the schedule attached to the Note (or on a continuation of such schedule) appropriate notations evidencing the date, applicable interest rate and amount of each Loan as well as the date and the amount of each principal payment and prepayment with respect thereto and to make similar notations in its internal books and records; provided, that, the failure of the Bank to make such a notation on the Note shall not affect any obligation of the Borrower in respect of any Loan.

(b) Maintenance of Records. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations of the Borrower to the Bank resulting from each Loan made by the Bank, including the amounts of principal and interest payable and paid to the Bank from time to time hereunder. The entries made in such accounts maintained by the Bank shall be prima facie evidence of the existence and amounts of the obligations recorded therein. Any failure of the Bank to maintain such records or make any entry therein or any error therein shall not in any manner affect the Obligations of the Borrower under this Agreement and the other Credit Documents. In the event of any conflict between the records maintained by the Bank and the records maintained by the Borrower in such matters, the records of the Bank shall control in the absence of manifest error.

Section 8. Representations and Warranties of the Borrower.

The Borrower hereby represents and warrants the following to the Bank:

(a) Organization. The Borrower (i) is duly organized, validly existing and in good standing under the Laws of the Applicable Jurisdiction of its organization, (ii) has all requisite power, authority and legal right to conduct its business as now conducted, to make borrowings hereunder, to execute, deliver and perform this Agreement and the other Credit Documents to which it is a party and to consummate the transactions contemplated hereunder and thereunder and (iii) except where the failure to do so, singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualifications necessary.

(b) No Conflict. The Borrower is not in violation of its Organizational Documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement or lease to which the Borrower is a party or by which it may be bound. The execution and delivery of this Agreement and the other Credit Documents by the Borrower and the incurrence of the Obligations and the consummation of the transactions herein and therein contemplated will not conflict with, or constitute a breach of or default under, the Organizational Documents of the Borrower or any material contractual restriction, instrument, indenture, mortgage, agreement or lease to which the Borrower is a party or by which it may be bound, or any Applicable Law in respect of the Borrower.

(c) Enforceability. This Agreement and each other Credit Document to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, and this Agreement and each other Credit Document to which the Borrower is a party constitutes a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally or by general principles of equity.

(d) Governmental Approvals. No Governmental Approval or approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any other Person is required for the execution or delivery of by the Borrower of this Agreement or any other Credit Document to which the Borrower is a party or for the execution, delivery or performance by, or enforcement against, the Borrower of this Agreement or any other Credit Document or the transactions contemplated by this Agreement or any such other Credit Document, except for such Governmental Approvals and other approvals, consents, exemptions, authorizations, actions or notices that have been duly obtained, taken or made and in full force and effect. All steps necessary or advisable to ensure the legality, validity, enforceability and admissibility in evidence of any Credit Document in the Applicable Jurisdiction have been taken.

(e) No Default. No Default has occurred and is continuing.

(f) No Litigation. As of the Agreement Date, no investigation, litigation, arbitration, administrative proceeding or any other proceeding or claim before any court, tribunal, Governmental Authority or Person with judicial or quasi-judicial authority is presently pending or threatened against it or any of its assets which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(g) Payment of Taxes. The Borrower has timely filed or caused to be filed all Tax returns that are required to be filed and has paid all Taxes shown to be due and payable on such returns or on any assessments made against the Borrower (other than those being contested in good faith or which, if adversely determined, could not, in the aggregate, reasonably be expected to have a Material Adverse Effect) and, to the best of the Borrower's knowledge, no Tax Liens have been filed and no claims are being asserted with respect to such Taxes which are not reflected in the most recent financial statements referred to in Section 8(o) or most recently delivered to the Bank pursuant to Section 10(c).

(h) Investment Company Act; Banking Holding Company Act. The Borrower is neither (i) an "investment company" or a company "controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), nor (ii) a "covered fund" under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder. In determining that Borrower is not a covered fund, Borrower does not rely solely on the exemption from the definition of "investment company" set forth in Section 3(c)(1) and/or 3(c)(7) of the Investment Company Act.

(i) Compliance with Laws. The Borrower is currently in compliance with all Applicable Laws (including Environmental Laws), and without limiting Section 14(a), the non-compliance with which could reasonably be expected to have a Material Adverse Effect.

(j) No Material Adverse Effect. Since the date of the Audited Financial Statements, there has been no event or circumstance that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(k) Ownership. The Parent is the legal and beneficial owner of at least fifty-one percent (51.0%) of each and every type and class (voting and nonvoting) of all outstanding shares and other Equity Interests (including all rights to acquire shares and other Equity Interests) of the Borrower.

(l) Use of Proceeds. None of the proceeds of any Loan have been or will be used, directly or indirectly, immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Federal Reserve Board, including Regulation T, U or X thereof. None of the Parent, the Borrower or its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock. Following the application of the proceeds of each Loan, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) will be Margin Stock.

(m) Solvency. As of the Agreement Date and after giving effect to the transactions contemplated by this Agreement and each other Credit Document and the funding of each Loan hereunder, (i) the aggregate value of the Borrower's assets will exceed its liabilities (including contingent, subordinated, unmaturing and unliquidated liabilities), (ii) the Borrower will have sufficient cash flow to enable it to pay its debts as they become due and (iii) the Borrower will not have unreasonably small capital for the business in which it is engaged.

(n) Accuracy of Disclosure. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Borrower to the Bank in connection with the negotiation of this Agreement or any other Credit Document (as modified or supplemented by other information so furnished) 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 Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered and, if such projected financial information was delivered prior to the Agreement Date, as of the Agreement Date.

(o) Financial Statements. The Audited Financial Statements and the Unaudited Financial Statements of the Borrower, in each case, to the extent and as heretofore furnished to the Bank, were prepared in accordance with Applicable Accounting Standards and fairly present the financial condition and results of operations of the Borrower as at and for the period covered thereby, except, in the case of the Unaudited Financial Statements, for normal recurring year-end adjustments, as applicable.

(p) Senior Obligations. Each Loan constitutes senior, unconditional and unsubordinated Indebtedness of the Borrower that ranks at least pari passu in right of payment with all other present and future unsecured and unsubordinated obligations of the Borrower other than those that are preferred solely by the Applicable Laws of the Applicable Jurisdiction relating to bankruptcy, insolvency, liquidation or other similar laws of general application, Taxes payable to Governmental Authorities, and wages, salaries and other social security benefits of the employees of the Borrower.

(q) Environmental Matters. Except with respect to any matters that, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, neither the Borrower nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) knows of any basis for any permit, license or other approval required under any Environmental Law to be revoked, canceled, limited, terminated, modified, appealed or otherwise challenged, (iii) has or could reasonably be expected to become subject to any

Environmental Liability, (iv) has received notice of any claim, complaint, proceeding, investigation or inquiry with respect to any Environmental Liability (and no such claim, complaint, proceeding, investigation or inquiry is pending or, to the knowledge of the Borrower, is threatened or contemplated) or (v) knows of any facts, events or circumstances that could give rise to any basis for any Environmental Liability of the Borrower or any Subsidiary.

(r) Beneficial Ownership Certification. The information included in the most recent Beneficial Ownership Certificate delivered to the Bank is true and correct in all respects.

(s) ERISA Compliance.

(i) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state Laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of the Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(ii) There are no pending or, to the knowledge of the Borrower, threatened or contemplated claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(iii) No ERISA Event has occurred, and neither the Borrower nor any ERISA Affiliate is aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(iv) The present value of all accrued benefits under each Pension Plan (based on those assumptions used to fund such Pension Plan) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Pension Plan allocable to such accrued benefits by a material amount. As of the most recent valuation date for each Multiemployer Plan, the potential liability of the Borrower or any ERISA Affiliate for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, is zero.

(v) To the extent applicable, each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure so to comply could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. Neither the Borrower nor any Subsidiary has incurred any material obligation in connection with the termination of or withdrawal from any Foreign Plan. The present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan that is funded, determined as of the end of the most recently ended fiscal year of the Borrower or Subsidiary, as applicable, on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the property of such Foreign Plan by a material amount, and for each Foreign Plan that is not funded, the obligations of such Foreign Plan are properly accrued.

Section 9. Conditions Precedent.

(a) Agreement Date. The effectiveness of this Agreement is subject to satisfaction (or waiver by the Bank) of the following conditions:

(i) receipt by the Bank of the following, each of which shall be properly executed (which, subject to Section 13, may include any E-Signatures transmitted by any other electronic means that reproduces an image of an actual executed signature page, if applicable) by each party thereto and each dated the Agreement Date (or, in the case of certificates of governmental officials, a recent date before the Agreement Date) and each in form and substance satisfactory to the Bank:

(A) a counterpart of this Agreement and each other Credit Document requested by the Bank as of the Agreement Date;

(B) certified copies of resolutions of the governing body of the Borrower and the Parent authorizing the execution, delivery and performance of the Credit Documents to which it is a party;

(C) a certificate of the secretary (or other authorized officer) as to the signature and incumbency of the Authorized Officers of the Borrower and the Parent;

(D) copies of the Borrower's and the Parent's Organizational Documents and a good standing certificate (or equivalent for the applicable jurisdiction) for the Borrower and the Parent from its jurisdiction of organization (if such concept is relevant to such jurisdiction), in each case, certified as of a recent date acceptable to the Bank; and

(E) to the extent required by the Bank, a written opinion letter of reputable external legal counsel to the Borrower and the Parent, addressed to the Bank;

(ii) (A) to the extent requested by the Bank if there is a Guaranty executed and delivered by the Parent to the Bank on the Agreement Date, evidence that the Parent has irrevocably appointed a Process Agent for service of process in connection with the Guaranty and (B) to the extent required under Section 12(c)(ii), the Borrower has irrevocably appointed a Process Agent for service of process in connection with the Credit Documents;

(iii) receipt by the Bank of a Beneficial Ownership Certificate and all other documentation and other information required by bank regulatory authorities under applicable "know your customer" and Anti-Money Laundering Laws, including the Patriot Act and the Beneficial Ownership Regulation;

(iv) payment by the Borrower of all fees and expenses owed by it to the Bank, including the payment of any Upfront Fee as required pursuant to Section 2(d) (if any);

(v) as of the Agreement Date and after giving effect (including giving effect on a pro forma basis) to all of the transactions to occur on the Agreement Date, (A) each representation and warranty of the Borrower and the Parent contained in each Credit Document shall be true and correct (provided that any representation or warranty which by its terms is made as of a specified date shall be true and correct as of such specified date), (B) no Default shall have occurred and be continuing or would result therefrom and (C) no event shall have occurred and no condition shall exist which has or could be reasonably expected to have a Material Adverse Effect; and

(vi) receipt by the Bank of such other documents as the Bank may have reasonably requested.

The Bank shall notify the Borrower of the Agreement Date, and such notice shall be conclusive and binding.

(b) Conditions to All Loans. Subject to Section 2(c), the making of each Loan (including any Loan funded on the Agreement Date) shall be subject to the Bank's reasonable determination that each of the following conditions has been satisfied:

(i) the Bank shall have received a notice of borrowing prepared and delivered in accordance with the terms of Section 2;

(ii) the Bank shall have received all applicable documents, information and other items required by this Agreement;

(iii) each representation and warranty of the Borrower and the Parent contained in each Credit Document shall be true and correct at and as of the date any Loan is made (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct as of such specified date);

(iv) no Default shall have occurred and be continuing or would result from such Loan or from the application of proceeds thereof;

(v) no event shall have occurred and no condition shall exist which has or could be reasonably expected to have a Material Adverse Effect; and

(vi) such Loan shall not contravene any Applicable Law applicable to the Bank.

Each notice of borrowing shall constitute a representation and warranty by the Borrower made as of the time of the making of the requested Loan that the conditions specified in clauses (iii), (iv) and (v) have been fulfilled as of such time.

Section 10. Covenants of the Borrower.

From the date hereof and until this Agreement (and any Commitments hereunder) shall have been terminated or have expired in full and all Obligations are paid in full in cash, the Borrower covenants and agrees with the Bank that:

(a) Fundamental Changes. The Borrower will not liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), divide itself into two or more Persons or consolidate with, merge into, or acquire, any other Person or permit any other Person to consolidate with, merge into, or acquire the Borrower, in each case, except as otherwise consented to in writing by the Bank.

(b) Dispositions. The Borrower will not, and will not permit any Subsidiary to, sell, lease, transfer or otherwise dispose of any of its assets, except that this Section 10(b) will not apply to (i) any disposition of assets in the ordinary course of business and consistent with past practices, (ii) any disposition of assets to the Borrower, (iii) any disposition of any obsolete or retired property not useful to the Borrower and its Subsidiaries in the ordinary course of business or (iv) any other disposition described under “Other Permitted Dispositions” in Section 1 (Loan Terms and Conditions) or otherwise consented to in writing by the Bank.

(c) Financial Statements; Compliance Certificate.

(i) The Borrower will submit to the Bank, in reasonable detail and no later than each Audited Financial Due Date, certified copies of the complete audited annual financial statements of the Borrower and its consolidated Subsidiaries for the most recently ended fiscal year of the Borrower, including, but not limited to, the balance sheet and profit and loss statement for such fiscal year including statements of income, retained earnings and cash flows of the Borrower for such annual period.

(ii) The Borrower will submit to the Bank, in reasonable detail and as soon as available and in any event no later than each Unaudited Financial Due Date, copies of the complete financial statements of the Borrower and its consolidated Subsidiaries for the most recently ended fiscal quarter of the Borrower, including, but not limited to, the balance sheet and profit and loss statement for such periods including statements of income, retained earnings and cash flows of the Borrower for such quarterly period.

(iii) Such financial statements referred to in paragraphs (c)(i) and (c)(ii) above, in each case, (A) shall be prepared in accordance with Applicable Accounting Standards applied consistently to all applicable periods, (B) shall present fairly the financial condition of the Borrower and its consolidated Subsidiaries and (C) shall be accompanied by a certificate signed by a duly Authorized Officer of the Borrower certifying that (x) such financial statements present fairly the financial condition of the Borrower and its consolidated Subsidiaries, (y) such Authorized Officer has made or caused to be made a review of the Borrower’s transactions and condition during the relevant period of the Borrower covered by such financial statements and (z) such review has not disclosed the existence of any event or condition which constitutes a Default or, if any such condition existed or exists, the nature thereof and the action the Borrower has taken or proposes to take with respect thereto.

(iv) The Borrower will submit to the Bank (A) in reasonable detail and as soon as available, such further information regarding the condition or operations, financial or otherwise, of the Borrower and its Subsidiaries, as the Bank may from time to time reasonably request, (B) such other information and documentation reasonably requested by the Bank for purposes of compliance with applicable “know your customer” requirements, including, to the extent required under the Patriot Act, the Beneficial Ownership Regulation and applicable Anti-Money Laundering Laws; (C) promptly, and in any event within five (5) Business Days after filing or delivery thereof, copies of all (i) financial information and other information and reports, if any, which the Borrower shall file with any Governmental Authority or deliver to holders of its Indebtedness pursuant to the terms of the documentation governing such Indebtedness (or any trustee, agent or other representative therefor) and (ii) press releases issued by the Borrower, which could reasonably be expected to have a Material Adverse Effect, and (D) such other notices, certificates, financial information, reports, projections, forecasts and information at such times and to the extent set forth under “Other Reporting Requirements” in Section 1 (Loan Terms and Conditions).

(d) Maintenance of Existence, Properties, Books and Records, Etc. The Borrower will (i) preserve and maintain its existence and all of its franchises, licenses, rights and privileges required for the conduct of its business, (ii) preserve and maintain insurance with responsible insurance companies against at least such risks and in at least such amounts as it customarily maintained by similar businesses, or as may be required by Applicable Law or reasonably requested by the Bank, (iii) preserve, protect and obtain all intellectual property, and preserve and maintain in good repair, working order and condition all other properties, required for the conduct of its business, (iv) not, and will not permit any Subsidiary to, engage to any material extent in any business other than those businesses conducted by the Borrower and its Subsidiaries on the Agreement Date or any business reasonably related or incidental thereto or representing a reasonable expansion thereof, (v) comply in all respects with all Applicable Law (including Environmental Laws), except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect, (vi) pay or discharge when due all Taxes and all Indebtedness that can be reasonably expected to become a Lien on any of its properties, except to the extent that (A) any such Lien is contested in good faith by the Borrower in proper proceedings promptly instituted and diligently pursued to the reasonable satisfaction of the Bank or which, if adversely determined, could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (B) the Borrower will maintain adequate reserves for the satisfaction of such Lien in accordance with Applicable Accounting Standards, (vii) take all action and obtain all consents and Governmental Approvals required so that its obligations under this Agreement and each other Credit Document will at all times be legal, valid and binding and enforceable in accordance with their respective terms, (viii) maintain proper books and records according to Applicable Accounting Standards, that are consistent with financial statements previously submitted to the Bank hereunder and give representatives of the Bank access thereto at all reasonable times, including permission to examine, copy and make abstracts from any of such books and records and such other information as the Bank may from time to time reasonably request and (ix) not enter into any agreement with any Person other than

the Bank which prohibits or limits its ability to create or permit to exist any Lien on any of its properties, whether now owned or hereafter acquired. Without limiting the foregoing, the Borrower will, and will cause each of its Subsidiaries to, (x) comply in all material respects with all Environmental Laws, (y) obtain, maintain in full force and effect and comply in all material respects with any permits, licenses or approvals required for the facilities or operations of the Borrower or any of its Subsidiaries and (z) conduct and complete any investigation, study, sampling or testing, and undertake any corrective, cleanup, removal, response, remedial or other action necessary to identify, report, remove and clean up all Hazardous Substance present or released at, on, in, under or from any of the facilities or real properties of the Borrower or any of its Subsidiaries.

(e) Notices. Promptly upon becoming aware of any of the following, the Borrower will provide written notice to the Bank specifying the nature and period of existence thereof (and, in the case of the following clause (ii), the action the Borrower is taking or propose(s) to take with respect thereto): (i) the existence of any condition or event which could reasonably be expected to have a Material Adverse Effect; (ii) the occurrence of any Default or other default (or similar event) under this Agreement or any other Credit Document; and (iii) any change in the information provided in the most recent Beneficial Ownership Certificate delivered to the Bank that would result in a change to the list of beneficial owners identified in such certification.

(f) Use of Proceeds. The Borrower will use the proceeds of the Loans only for the purposes described under "Use of Proceeds" in Section 1 (Loan Terms and Conditions). None of the proceeds of the Loans will be used to purchase or carry, or to reduce, retire or refinance any credit incurred to purchase or carry, any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(g) Status of Obligations. The Borrower will ensure that at all times the Loans and all other Obligations of the Borrower under this Agreement and each other Credit Document shall constitute unconditional general obligations of the Borrower ranking in priority of payment at least pari passu with all other senior unsecured and unsubordinated indebtedness of the Borrower.

(h) Liens. The Borrower will not create or suffer to exist, or permit any of its Subsidiaries to create or suffer to exist, any Liens encumbering its property except for (i) Permitted Liens and (ii) Liens existing against the Borrower's property or its Subsidiaries property (as the case may be) on the Agreement Date and disclosed in writing to the Bank.

(i) Consolidated Net Worth. The Borrower will maintain at all times positive Consolidated Net Worth.

(j) Organizational Changes. The Borrower will not, directly or indirectly, (i) amend or otherwise modify its Organizational Documents in a manner materially adverse to the interests of the Bank (provided that the Borrower will promptly notify the Bank (but in no event later than five (5) days thereof) of the entry into any amendment or modification of the Organizational Documents, together with a copy thereof, whether or not materially adverse to the interests of the Bank), (ii) change the dates on which its fiscal quarters, and/or fiscal year will end or (iii) change the Applicable Accounting Standards of the Borrower (other than any changes in accounting rules or standards published by the applicable governing body of such Applicable Accounting Standards) or any other accounting policies, standards or reporting practices of the Borrower.

(k) Affiliate Transactions. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any transaction or series of related transactions with any Affiliate of the Borrower, other than (i) in the ordinary course of business and consistent with past practices or (ii) on terms and conditions substantially as favorable to the Borrower or such Subsidiary as could reasonably be obtained at that time in a comparable arm's-length transaction with a Person other than such Affiliate.

(l) Indebtedness. The Borrower will not, and will not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

(i) Indebtedness to the Bank;

(ii) Existing Indebtedness, and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension;

(iii) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case, incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(iv) Indebtedness (x) resulting from a bank or other financial institution honoring a check, draft or similar instrument in the ordinary course of business or (y) arising under or in connection with cash management services in the ordinary course of business;

(v) trade debt incurred in the ordinary course of business and not past due;

(vi) Indebtedness incurred to finance the acquisition, construction or improvement of any fixed or capital assets (whether or not constituting purchase money Indebtedness), including capital 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; 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 (vi) shall not at any time exceed the Secured Indebtedness Cap, and

(vii) Indebtedness otherwise consented to in writing by the Bank.

(m) Restricted Payments. The Borrower will not, and will not permit any of its Subsidiaries to, make any Restricted Payments, except that, so long as no Default then exists or would result therefrom, (i) the Borrower may make distributions to its equity holders solely in the form of common stock, (ii) Subsidiaries may make distributions ratably in accordance with their Equity Interests, (iii) if the Borrower is a sub S corporation, limited liability company or partnership (or has otherwise elected any similar form of “pass through” income taxation in accordance with the requirements of the applicable Governmental Authority), the Borrower may pay distributions to its equity holders sufficient in amount to pay their actual income tax obligations attributable to the Borrower’s taxable income and (iv) other Restricted Payments otherwise consented to in writing by the Bank.

(n) Investments. The Borrower will not, and will not permit any of its Subsidiaries to, make or suffer to exist any Investment, except (i) Investments disclosed on the Borrower’s financial statements that have been disclosed in writing to the Bank on or before the Agreement Date and (ii) other Investments otherwise consented to in writing by the Bank.

Section 11. Events of Default.

If any of the following events (each individually referred to herein as an “Event of Default”) shall occur:

(a) the Borrower shall fail to pay in full in the manner provided in this Agreement or any other Credit Document any principal, interest or other amount due under this Agreement or any other Credit Document by such date and time and currency in which it is due and payable;

(b) the Borrower shall fail to perform, comply with or observe any of its obligations under Section 10 or Section 14;

(c) the Borrower or the Parent shall fail to perform, comply with or observe any of its obligations under this Agreement or any other Credit Document (other than any obligation described in Section 11(a) or 11(b)) and such failure shall not be remedied within thirty (30) days after the occurrence thereof;

(d) the occurrence of any “default”, as defined in any Credit Document (other than this Agreement), or the breach of any of the terms or provisions of any Credit Document (other than this Agreement), which default or breach continues beyond any period of grace therein provided;

(e) any representation or warranty made or deemed made by or on behalf of the Borrower or the Parent pursuant to this Agreement or any other Credit Document or in any certificate or document furnished to the Bank pursuant to or in connection with this Agreement or any other Credit Document hereunder shall be incorrect or misleading in any material respect when made or deemed made;

(f) an order shall be made, or an effective resolution passed, for the winding up of the Borrower or the Parent, or the Borrower or the Parent shall cease to conduct its business in the manner conducted as of the Agreement Date, or the Borrower or the Parent shall take any steps whatsoever to effect, approve or facilitate any of the foregoing in any way;

(g) the Borrower, the Parent or any Subsidiary of the Borrower: (i) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as such debts mature or shall be unable to access sufficient funds therefor; (ii) shall make an assignment for the benefit of its creditors; (iii) shall petition or apply to any tribunal or other body for the appointment of a custodian, receiver, trustee or the like for it or for a substantial part of its assets, whether domestic or foreign; (iv) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect and whether domestic, international or foreign; (v) shall have had any such petition or application filed or any such proceeding shall have been commenced against it, in which an adjudication or appointment is made or order for relief is entered; (vi) shall be the subject of any proceeding under which a material portion of its assets may be subject to seizure, forfeiture, or divestiture; (vii) by any act or omission shall indicate its consent to, approval of, or acquiescence in, any such petition, application, proceeding, order for relief, or appointment of a custodian, receiver, trustee or the like; (viii) shall suffer any such custodianship, receivership, trusteeship, or comparable status; or (ix) shall take any corporate, partnership or other action whatsoever to approve, facilitate or effectuate any of the foregoing in any way;

(h) (i) the Borrower, the Parent, or any Subsidiary of the Borrower shall fail to pay when due and payable (whether at maturity, by acceleration or otherwise) any principal, premium or interest on any Material Indebtedness; (ii) the default (beyond any applicable grace period) by the Borrower, the Parent or any Subsidiary of the Borrower in the performance of any term, provision or condition in any agreement evidencing Material Indebtedness, or any other event or condition, that causes, or permits the holder(s) of such Material Indebtedness to cause, any portion of such Material Indebtedness to become due before its stated maturity; or (iii) the maturity of any Material Indebtedness shall have been accelerated or have been required to be prepaid prior to the stated maturity date thereof;

(i) one or more judgments, decrees or orders for the payment of money in excess of the Threshold Amount in the aggregate (or its equivalent in any other currency) shall be rendered against the Borrower, the Parent or any Subsidiary of the Borrower, and such judgments, decrees or orders shall continue unsatisfied and in effect for a period of thirty (30) consecutive days without being vacated, discharged, satisfied or stayed pending appeal;

(j) any event, fact or circumstance shall have occurred that has had, or could reasonably be expected to have, a Material Adverse Effect;

(k) any Change of Control shall have occurred;

(l) any material provision of this Agreement or any other Credit Document for any reason ceases to be in full force or effect or valid, binding and enforceable in accordance with its terms (or the Borrower or the Parent shall challenge the enforceability of this Agreement or any other Credit Document or shall assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of this Agreement or any other Credit Document has ceased to be or otherwise is not in full force or effect or valid, binding and enforceable in accordance with its terms);

(m) the Guaranty shall fail to remain in full force or effect or ceases to be valid, binding and enforceable in accordance with its terms, or the Parent shall challenge the enforceability of the Guaranty or shall assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of the Guaranty has ceased to be or otherwise is not in full force or effect or valid, binding and enforceable in accordance with its terms, or the Parent shall deny that it has any further liability under the Guaranty;

(n) the Parent, the Borrower or any of its Subsidiaries shall fail to perform under any agreement, lease, mortgage, indenture or other contractual arrangement between the Parent, the Borrower or any of its Subsidiaries, on the one hand, and the Bank or any of its Affiliates, on the other hand;

(o) any Governmental Authority shall have condemned, nationalized, seized, or otherwise expropriated any substantial part of the property, Equity Interests or other assets of the Parent, the Borrower or any of its Subsidiaries or shall have assumed custody or control of such property, shares of capital stock or other assets or of the business or operations of the Parent, the Borrower or any of its Subsidiaries shall have taken any action for the dissolution or disestablishment of the Parent, the Borrower or any of its Subsidiaries or any action that would prevent the Parent, the Borrower or any of its Subsidiaries from carrying on its business or a substantial part thereof or any action is taken by a Governmental Authority, including the declaration of a moratorium on payment of any Indebtedness, that has a material adverse effect on (i) the ability of the Borrower or the Parent to perform its obligations under this Agreement or any other Credit Document or (ii) the payments hereunder or under any Note;

(p) any Governmental Authority shall establish a monitoring regime with respect to the Parent, the Borrower or any of its Subsidiaries, intervene in the business, or displace the management or the board of directors, or any equivalent management body, of the Parent, the Borrower or any of its Subsidiaries in the conduct of its business, or shall terminate, cancel, revoke or fail to renew, or modify in a manner that could reasonably be expected to result in a Material Adverse Effect, any Governmental Approval material to the respective business of the Parent, the Borrower or any of its Subsidiaries; or

(q) a Governmental Approval or any other authorization, consent, or approval now or hereafter necessary to enable the Borrower or the Parent to comply with its obligations under this Agreement and each other Credit Document shall expire, be revoked, be withheld, or otherwise be ineffective;

THEREUPON, the Bank may, in addition to enforcing all other rights and remedies available to it under Applicable Law, at equity or any contract, agreement or instrument, (i) upon notice to the Borrower, declare the Bank's agreement to make Loans hereunder to be terminated, whereupon such agreement and any Commitments shall forthwith terminate and (ii) upon notice to the Borrower declare all amounts, if any, not otherwise immediately due under this Agreement or in respect of any Loan to be, and all such amounts shall thereupon become, due and payable to the Bank; provided that, upon the occurrence of an Event of Default specified in Section 11(f) or 11(g), automatically and without any notice to the Borrower, the agreements of the Bank to make Loans and any Commitments hereunder shall be terminated and all amounts, if any, not otherwise immediately due under this Agreement or in respect of any Loan shall be immediately due and payable to the Bank. Presentment, demand, protest or notice of any kind (other than the notice provided for in the immediately preceding sentence) are expressly waived, anything in this Agreement to the contrary notwithstanding. Upon the occurrence of an Event of Default, the Bank shall also have the right to terminate in its sole discretion any and all related swap,

swaption, option, cap, collar and other derivative product arrangements of any kind entered into by the Bank in order to provide funding under this Agreement.

Section 12. Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Governing Law. This Agreement and the other Credit Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Credit Document (except, as to any other Credit Document, as expressly set forth therein) and the transactions contemplated hereby and thereby, in each case, shall be governed by, and construed in accordance with, the internal Laws of the State of New York without regard to conflicts of law principles.

(b) Submission to Jurisdiction. The Borrower irrevocably agrees that any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Credit Document (except, as to any other Credit Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be brought only in state of New York and, by the execution and delivery of this Agreement, the Borrower hereby irrevocably accepts and submits to the jurisdiction of any Federal or New York State Court located in the City of New York in personam, generally and unconditionally, with respect to any such action or proceedings for itself and in respect of its property, assets and revenues. The Borrower hereby also irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding brought in such court has been brought in an inconvenient forum.

(c) Service of Process.

(i) The Borrower further irrevocably consents to service of process out of said courts by mailing a copy thereof, by registered or certified mail, postage prepaid, to itself at the address provided under Section 13(b), and irrevocably waives, to the fullest extent permitted by Applicable Law, all claim of error by reason of such service in any legal action or proceeding brought in accordance herewith. The Borrower irrevocably waives, in any legal action or proceeding in any jurisdiction (whether for an injunction, specific performance, damages or otherwise), any right or claim of immunity of any kind with respect to itself or its assets including from attachment or execution of judgment, and the Borrower irrevocably agrees that it and its assets are and shall be subject to any legal action or proceeding, attachment or execution in respect to the Obligations.

(ii) If the Borrower does not have a principal place of business in the United States or any state or other political subdivision thereof, the Borrower hereby irrevocably designates and appoints the Process Agent as its authorized agent to receive, accept and acknowledge (for a period from the Agreement Date through one year following the date that all Obligations have been paid in full and this Agreement has been terminated) for and on behalf of the Borrower and its property, service of any and all legal process, summons, complaints, notices and documents which may be served in any suit, action or proceeding based on the Credit Documents. Such appointment shall continue until the appointment and acceptance of a successor process agent pursuant to the provisions of this Section 12. The Process Agent has agreed to act as said Process Agent for service of process. The Borrower agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid and in the event that for any reason the agent mentioned above shall be unwilling or unable to continue to serve as agent for the Borrower as set forth in this paragraph, the Borrower shall promptly appoint a successor satisfactory to the Bank so to serve, advise the Bank of such appointment and deliver to the Bank evidence in writing of the successor agent's acceptance of such appointment. Service of process upon the Process Agent shall be deemed, in every respect, effective service of process upon the Borrower. The failure of the Process Agent to give the Borrower notice of the service of any process shall not affect the validity of any proceeding based on that process or any judgment obtained pursuant to it. Nothing in this Section 12 shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any action or proceeding against the Borrower or its property in the courts of any other jurisdictions (whether concurrently or not).

(d) 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 CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER 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 CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(e) California Judicial Reference. If the Borrower or the Parent is organized under the Laws of the State of California or, notwithstanding anything in this Agreement or any other Credit Document to the contrary, if the Laws of the State of California are

applied in connection with any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) related to the Credit Facilities, the parties hereto agree as follows:

In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under the law applicable to this Agreement, the parties agree that any claim, cause of action, proceeding or other dispute concerning this Agreement or the possible transaction contemplated hereby (each, a "Claim"), including any question of law or fact relating thereto, shall, at the written request of either of the parties hereto, be determined by judicial reference pursuant to the state law applicable to this Agreement. The parties hereto shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties hereto cannot agree upon a referee, the court shall appoint the referee. Such selected or appointed referee (the "Referee") shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of the parties hereto at any time to exercise self-help remedies or obtain provisional remedies. The parties hereto shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation and enforcement of this paragraph. The parties acknowledge that if a Referee is selected to determine the Claims, the Claims will not be decided by a jury.

Section 13. Miscellaneous.

(a) Expense Reimbursement and Indemnification; Waiver of Consequential Damages, Etc.

(i) Expense Reimbursement and Indemnification. The Borrower shall, on demand, pay or reimburse the Bank for all fees, costs and expenses (including reasonable fees and disbursements of legal counsel and other experts or advisors employed or retained by the Bank) incurred, and all payments made, and indemnify and hold the Bank harmless from and against all losses, expenses, damages and liabilities suffered, by the Bank, in each case, in connection with, arising out of, or in any way related to (A) this Agreement or any other Credit Document or the transactions contemplated hereby or thereby, including (x) the protection, preservation, exercise or enforcement by the Bank of any of its rights under or related to this Agreement or any other Credit Document and (y) the performance by the Bank of any of its obligations under or related to this Agreement or any other Credit Document, (B) protecting, preserving, exercising or enforcing any of the rights of the Bank under or related to this Agreement or any other Credit Document, (C) any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Credit Document (except, as to any other Credit Document, as expressly set forth therein) and the transactions contemplated hereby and thereby (whether asserted by the Bank or the Borrower or any other Person and whether asserted before or after the date hereof), and the prosecution or defense thereof or (D) any governmental investigation arising out of, related to, or in any way connected with this Agreement or any other Credit Document or the relationship established hereunder, except that the foregoing indemnity shall not be applicable to any loss suffered by the Bank to the extent such loss is determined by a judgment of a court referred to in the second sentence Section 13(a) that is binding on the Borrower and the Bank, final and not subject to review on appeal, to be the result of acts or omissions on the part of the Bank constituting willful misconduct or gross negligence.

(ii) Waiver of Consequential Damages, Etc. The Borrower hereby irrevocably agrees that the Bank shall not be liable for, and the Borrower waives and agrees not to seek, any special, indirect or consequential damages arising out of any claim related to this Agreement, any other Credit Document or any Loan. To the extent permitted by Applicable Law, the Borrower shall not assert, and the Borrower hereby waives, any claim against the Bank and its Affiliates and each of their respective directors, employees, officers, agents, successors and assigns for any losses, claims, liabilities, expenses, damages or harm arising from (i) the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet) or (ii) the Bank's reliance on or use of E-Signatures and/or transmissions by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page, including arising as a result of the failure of the Borrower to use any available security measures in connection with the execution, delivery or transmission of any E-Signature.

(b) Notices. (i) Unless otherwise provided herein, any notice or communication required to be delivered under this Agreement or any other Credit Document (the "Notices") shall be in writing and shall be sent by registered or certified U.S. mail (postage prepaid and return receipt requested) or by a reliable hand delivery or overnight courier service or by telecopier (to be confirmed immediately by sending the original documentation by registered or certified U.S. mail or by a reliable hand delivery or overnight courier service unless otherwise agreed by the Bank) or delivered through Electronic Systems to the extent provided in Section 13(b)(ii) below. All Notices shall be delivered or otherwise conveyed to the parties at their respective addresses and telephone and telecopier numbers and email addresses as follows:

(x) if to the Borrower, at each applicable "Borrower Notice Address" set forth in Section 1 (Loan Terms and Conditions) or such other address as notified in writing by the Borrower to the Bank;

(y) if to the Bank, at each applicable "Bank Notice Address" set forth in Section 1 (Loan Terms and Conditions) or such other address as notified in writing by the Bank to the Borrower. Except as otherwise expressly set forth herein, all Notices shall be effective as against the Bank only upon the receipt thereof.

Notices and other communications to the Bank or the Borrower hereunder may be delivered or furnished by using Electronic Systems pursuant to procedures approved by the Bank, except as otherwise stated by the Bank; provided that approval of such procedures may be limited to particular notices or communications. All such Notices and other communications (A) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if given outside of normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient and (B) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing Section 13(b)(i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such Notice or other communication is not sent during the normal business hours of the recipient, such Notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c) Amendments and Waivers; Addenda.

(i) Subject to Sections 3(e), 5(d) and 12(c)(ii), no modification or waiver of any provision of this Agreement or any other Credit Document or any other instrument or agreement required hereunder, and no consent to any departure by the Parent, the Borrower or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and the Borrower (or, in the case of any such modification, waiver or consent in respect of the Guaranty, the Bank and the Parent), and then in each such event such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower in any case shall, of itself, entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(ii) Notwithstanding the foregoing, the parties hereto acknowledge and agree that, without further consent, approval or other action from any party hereto, (A) this Agreement shall be amended as of the Agreement Date (or such later date as agreed by the Bank and the Borrower) to the extent provided in any Addenda applicable to this Agreement as identified in Section 1 (Loan Terms and Conditions) and (B) the Bank shall be permitted to make such further amendments to this Agreement from time to time as may be necessary or appropriate, in the reasonable opinion of the Bank, to incorporate or otherwise reflect the provisions of such Addenda, as applicable.

(d) Successors and Assigns.

(i) The terms and provisions of this Agreement shall be binding upon, and the benefits thereof shall inure to, the parties hereto and their respective successors and assigns; provided that the Borrower shall not assign any interest in this Agreement or any of the Borrower's rights, duties, or obligations hereunder or thereunder, without the prior written consent of the Bank.

(ii) The Bank may assign, pledge or otherwise transfer any or all of its interests, rights, and/or obligations in, or arising under this Agreement, any Commitment, the Loans or any other Credit Document, and may grant or assign to any person any participation interest in this Agreement, any Commitment, the Loans or any other Credit Document, in all cases without any notice to or consent from the Borrower or the Parent. The Borrower shall, from time to time at the request of the Bank, execute and deliver to the Bank or to such party or parties as the Bank may designate, any and all further instruments as may in the opinion of the Bank be necessary or advisable to give full force and effect to any transfer contemplated by this Section 13(h).

(iii) Without limiting the foregoing, the Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over the Bank; provided that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

(e) No Waiver; Remedies Cumulative. No delay or omission to exercise any right, power, or remedy accruing to the Bank upon any breach or default of the Borrower under this Agreement or any Credit Document shall impair any such right, power, or remedy of the Bank, nor shall it be considered to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; and no waiver by the Bank of any single breach or default shall be deemed a waiver of any other breach or default theretofore and thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Bank of any breach or default under this Agreement or any other Credit Document or any waiver on the part of the Bank of any provision or condition of this Agreement or any other Credit Document, in each case, must be in writing. No remedy herein or in any other Credit Document conferred upon the Bank is intended to be exclusive of any other remedy and each and every such remedy either under this Agreement, any other Credit Document or by Law or otherwise afforded to the Bank, shall be cumulative and not alternative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity or by statute or otherwise.

(f) Right of Setoff. Nothing in this Agreement shall be deemed a waiver or prohibition of the Bank's rights of banker's lien or setoff. In addition to the foregoing, if an Event of Default shall have occurred and be continuing, the Bank, and each of its branches and 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 the Bank or any such branch or Affiliate, to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Credit Document to the Bank or its respective branches or Affiliates, irrespective of whether or not the Bank, branch or Affiliate shall have made any demand under this Agreement or any other Credit Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch office or Affiliate of the Bank different from the branch office or Affiliate holding such deposit or obligated on such indebtedness. The rights of the Bank and its branches and Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Bank or its branches or Affiliates may have.

(g) Counterparts. This Agreement may be executed in any number of counterparts and on separate counterparts, each of which shall be deemed to be an original and but all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement or any other Credit Document that is an E-Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such other Credit Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any Credit Document shall be deemed to include E-Signatures, deliveries or the keeping of records in any electronic form (including deliveries by 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; provided that nothing herein shall require the Bank to accept E-Signatures in any form or format without its prior written consent and pursuant to procedures acceptable to it; provided, further, (i) to the extent the Bank has agreed to accept any E-Signature, the Bank shall be entitled to rely on any E-Signature purportedly given by or on behalf of the Borrower or the Parent without further verification thereof and without any obligation to review the appearance or form of any such E-Signature and (ii) upon the request of the Bank, any E-Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower hereby (x) agrees that, for all purposes, including in connection with any workout, enforcement of remedies, bankruptcy proceedings or litigation among the Bank, the Borrower and the Parent, E-Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement or any other Credit Document shall have the same legal effect, validity and enforceability as any paper original, (y) the Bank may, at its option, create one or more copies of this Agreement or any other Credit Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record) and (z) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement or any other Credit Document based solely on the lack of paper original copies of this Agreement or such other Credit Document, including with respect to any signature pages thereto.

(h) Applicable Accounting Standards. Unless otherwise specified herein, all accounting determinations hereunder and all computations utilized by the Borrower in complying with terms used herein shall be interpreted, and all financial statements required to be delivered hereunder shall be prepared, in accordance with the Applicable Accounting Standards.

(i) Patriot Act, Etc. The Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”) and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Borrower and its direct and indirect beneficial owners, which information includes the name and address of the Borrower and other information that will allow the Bank to identify from time to time the Borrower and its direct and indirect beneficial owners in accordance with the Patriot Act and Beneficial Ownership Regulation. The Borrower shall provide such information promptly upon request of the Bank.

(j) No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification of this Agreement or any other Credit Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates’ understanding, that: (i) (A) no fiduciary, advisory or agency relationship between the Parent, the Borrower and its Subsidiaries and the Bank is intended to be or has been created in respect of the transactions contemplated by this Agreement or any other Credit Document, irrespective of whether the Bank has advised or is advising the Parent, the Borrower or any Subsidiary on other matters, (B) the arranging and other services regarding this Agreement provided by the Bank are arm’s-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Bank, on the other hand, (C) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (D) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each other Credit Document; and (ii) (A) the Bank is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person; (B) the Bank has no obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this Agreement and each other Credit Document; and (C) the Bank and its branches and Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and the Bank has no obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Applicable Law, the Borrower hereby waives and releases any claims that it may have against any of the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

(k) Headings. Section and paragraph headings 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.

(l) Divisions. For all purposes under this Agreement and each other Credit Document, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

(m) Further Assurances; Power of Attorney.

(i) Without limiting any of the Obligations or agreements of the Borrower in this Agreement and each other Credit Document, the Borrower will execute and deliver, or cause to be executed and delivered, to the Bank such documents, agreements and instruments, and will take or cause to be taken such further actions, which may be required by any Applicable Law or which the Bank may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Credit Documents, all in form and substance reasonably satisfactory to the Bank and all at the expense of the Borrower.

(ii) The Borrower irrevocably authorizes the Bank at any time and from time to time in the sole discretion of the Bank and appoints the Bank as its attorney-in-fact to do all acts and things necessary to carry out this Agreement and each other Credit Document to which it is a party; and the Borrower agrees to reimburse the Bank on demand for any payment made or any expense incurred by the Bank in connection with the foregoing; provided that, this authorization shall not relieve the Borrower of any of its obligations under this Agreement or any other Credit Document. All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Bank under this Section 13(m)(ii) are solely to protect the Bank's rights in respect of the Obligations and shall not impose any duty upon the Bank to exercise any such powers.

Section 14. Sanctions Laws, Anti-Corruption Laws and Anti-Money Laundering Laws.

(a) The Borrower represents and warrants to the Bank that:

(i) None of the Parent, the Borrower or any of its Subsidiaries nor, to the knowledge of the Borrower, any Affiliate or any director, officer, employee, agent or other Person acting on behalf of the Parent, the Borrower or any of its Subsidiaries (A) is a Sanctioned Person, (B) has any business affiliation or commercial dealings with, or investments in, any Sanctioned Country or Sanctioned Person or (C) is the subject of any action or investigation under any Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws.

(ii) None of the Parent, the Borrower or any of its Subsidiaries nor, to the knowledge of the Borrower, any Affiliate or any director, officer, employee, agent or other Person acting on behalf of the Parent, the Borrower or any of its Subsidiaries has taken any action, directly or indirectly, that would result in a violation by such Persons of Anti-Corruption Laws or Anti-Money Laundering Laws. The Parent and the Borrower have instituted, maintain and enforce policies and procedures designed to ensure continued compliance with the Sanctions Laws, Anti-Corruption Laws and Anti-Money Laundering Laws by the Parent, the Borrower, its Subsidiaries, and their respective directors, officers, employees, agents or other Persons acting on behalf of the Parent, the Borrower or any of its Subsidiaries.

(iii) None of the Parent, the Borrower or any of its Subsidiaries nor, to the knowledge of the Borrower, any Affiliate or any director, officer, employee, agent or other Person acting on behalf of the Parent, the Borrower or any of its Subsidiaries in any capacity in connection with or directly benefitting from the credit facility established hereunder is engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions Laws, Anti-Corruption Laws and Anti-Money Laundering Laws.

(b) From the date hereof and until this Agreement (and any Commitments hereunder) shall have been terminated or have expired in full and all Obligations are paid in full in cash, the Borrower covenants and agrees with the Bank that:

(i) The Borrower will not, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, (A) to fund, finance or facilitate any activities or business of or with any Sanctioned Person, or in any Sanctioned Country or (B) in any other manner that would result in the Borrower or the Bank being in violation of Sanctions Laws.

(ii) The Borrower shall, and shall cause the Parent and each of the Borrower's Subsidiaries to, use commercially reasonable efforts to ensure that no funds used to pay the Obligations (A) constitute the property of, or are beneficially owned, directly or indirectly, by any Sanctioned Person, (B) are derived from any transactions or business with any Sanctioned Person or Sanctioned Country or (C) are derived from any unlawful activity, including activity in violation of Anti-Money Laundering Laws.

(iii) No part of the proceeds of the Loans will be used, directly or indirectly, 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 Anti-Corruption Laws or Anti-Money Laundering Laws. The Parent and the Borrower will maintain in effect and enforce policies and procedures designed to ensure continued compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions Laws by the Parent, the Borrower, their respective Subsidiaries and Affiliates, and their respective directors, officers, employees, agents and any other Persons acting on behalf of the Parent, the Borrower or any of their respective Subsidiaries or Affiliates.

(iv) None of the Parent, the Borrower or any of their respective Subsidiaries nor, to the knowledge of the Borrower, any Affiliate or any director, officer, employee, agent or other Person acting on behalf of the Parent, the Borrower or any of their respective Subsidiaries in any capacity in connection with or directly benefitting from the credit facility established hereunder will engage in, or will conspire to engage in, any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions Laws, Anti-Corruption Laws and Anti-Money Laundering Laws.

Section 15. Definitions; Interpretation; Times of Day; Conflicts.

(a) Defined Term. Capitalized terms used herein shall have the meanings set forth in Schedule A (Defined Terms); provided that, if at any time there is no “Parent” so identified in Section 1 (Loan Terms and Conditions), this Agreement and Schedule A (Defined Terms) shall be deemed to have been amended to remove any reference to the Parent and to the Guaranty.

(b) Interpretation. Except as otherwise expressly provided, the following rules of interpretation shall apply to this Agreement and each other Credit Document: (i) the definitions set forth or referred to therein shall apply equally to both the singular and plural forms of the terms defined; (ii) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms; (iii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (iv) all references herein to Sections, Exhibits and Schedules shall be deemed references to Sections of, and Exhibits and Schedules to, such Credit Document unless the context shall otherwise require; (v) the term “or” is not exclusive; (vi) 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 (whether real or personal), including cash, Equity Interests, securities, revenues, accounts, leasehold interests and contract rights; (vii) references to agreements or other contractual obligations shall, unless otherwise specified, be deemed to refer to such agreements or contractual obligations as amended, supplemented, restated or otherwise modified from time to time (subject to any applicable restrictions in the Credit Documents); (viii) any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time or to the successor Law or regulation; (ix) a statement made to the best knowledge or to the knowledge of the Borrower means that such statement is made to the knowledge of the executive officers of the Borrower, after due and diligent inquiry as to the matter that is the subject of such statement; (x) the words “hereof,” “herein” and “hereunder” and words of similar import when used in any Credit Documents shall refer to such Credit Document as a whole and not to any particular provision of such Credit Document; and (xi) except as otherwise expressly provided in the applicable Credit Document, all terms of an accounting or financial nature shall be construed and determined in accordance with Applicable Accounting Standards, as in effect from time to time.

(c) Times of Day. Unless otherwise specified under “Time Zone” in Section 1 (Loan Terms and Conditions) or notified in writing by the Bank to the Borrower, all references herein to times of day shall be references to New York City, New York time (daylight or standard, as applicable).

(d) Conflicts. In the event of any conflict between the provisions of Section 1 (Loan Terms and Conditions) and the provisions of any other Credit Document, the provisions of Section 1 (Loan Terms and Conditions) shall govern; provided that, with respect to any Loan, in the event of any conflict between the provisions of Section 1 (Loan Terms and Conditions) and the provisions of any Confirmation for such Loan, the provisions of such Confirmation shall govern with respect to such Loan.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower and the Bank, acting through their duly authorized representatives, have caused this Credit Agreement to be duly executed in the English language and signed in their respective names the day and year first above written.

POWER TRAIN TECHNOLOGIES CHILE S.A., as the Borrower

By:

Name:  EDUARDO THIEME

Title: DIRECTOR


SERGIO PARADA
ALTERNATE DIRECTOR

MUFG BANK, LTD., as the Bank

By:

Name:

Title:

Schedule A to Credit Agreement - Defined Terms

As used in the Credit Agreement to which this Schedule A is attached, the following terms shall have the meanings set forth below:

“ABR” means, on any date, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) the Term SOFR Rate for a one-month tenor in effect on such day plus 1.00%. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Rate or the Term SOFR Rate shall be effective from and including the effective date of such change. If the ABR is being used as an alternate rate of interest pursuant to Section 6 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 6(d)), then the ABR shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above.

“ABR Loan” means a Loan that bears interest based on the ABR.

“Addendum” or “Addenda” means any “Addenda” list in Section 1 (*Loan Terms and Conditions*).

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with the Person specified.

“Agreement Date” means the date set forth in Section 1 (*Loan Terms and Conditions*), such date being the date as of which this Agreement was executed and delivered by the parties hereto.

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, any Applicable Law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the rules and regulations promulgated under each of the foregoing, and all other Laws, rules, and regulations of any jurisdiction that are applicable to the Parent, the Borrower or any of its Affiliates concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means the Patriot Act, the Money Laundering Control Act of 1986, the Bank Secrecy Act, the rules and regulations promulgated under each of the foregoing, and corresponding Laws of the jurisdictions in which the Parent, the Borrower or any of their respective Affiliates operates or in which the proceeds of any Loan will be used.

“Applicable Accounting Standards” means the “Applicable Accounting Standard” set forth in Section 1 (*Loan Terms and Conditions*), as in effect from time to time.

“Applicable Jurisdiction” means any “Applicable Jurisdiction” set forth in Section 1 (*Loan Terms and Conditions*).

“Applicable Law” means, as to any Person, all applicable Laws binding upon such Person or to which such a Person is subject.

“Applicable Margin” means, with respect to any Loan of any Type made hereunder, on any date, the margin for such Loan expressed as a rate per annum equal to the rate specified in Section 1 (*Loan Terms and Conditions*) or in the corresponding Confirmation issued for such Loan and Type, as the case may be.

“Audited Financial Due Date” means the applicable date described as the “Audited Financial Due Date” in Section 1 (*Loan Terms and Conditions*) or such later date as agreed by the Bank in its sole discretion.

“Audited Financial Statements” means the financial statements described as the “Audited Financial Statements” in Section 1 (*Loan Terms and Conditions*).

“Authorized Officer” means, with respect to the Borrower or the Parent, as the case may be, (i) any of its duly authorized officers that is so designated as specified in the secretary certificate (or other customary closing certificate) delivered to the Bank on or prior to the Agreement Date and (ii) any of its other duly authorized officers or authorized individuals that is so identified in writing by the Borrower to the Bank from time to time as an Authorized Officer.

“Available Tenor” means, with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark used for determining the length of an interest period pursuant to this Agreement.

“Availability Period” means the period from (and including) the Agreement Date to (but excluding) the Availability Period End Date.

“Availability Period End Date” means the earlier of (a) the “Availability Period End Date” set forth in Section 1 (*Loan Terms and Conditions*), as such date may be extended pursuant to Section 3(f) (except that, if such date is not a Business Day, the

Availability Period End Date shall be the immediately preceding Business Day) and (b) the Revolving Credit Facility Maturity Date.

“Bank’s Office” means the location listed as the “Bank’s Office” in Section 1 (*Loan Terms and Conditions*) or such other location as notified in writing by the Borrower to the Bank.

“Benchmark” means the Term SOFR Rate; provided that, if a Benchmark Transition Event has occurred with respect to the Term SOFR Rate, then “Benchmark” means the applicable Benchmark Replacement Rate to the extent that such Benchmark Replacement Rate has replaced such prior benchmark rate pursuant to Section 6(d).

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Bank and the Borrower and (b) the related Benchmark Replacement Adjustment.

“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, that has been selected by the Bank and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated 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 permanently or indefinitely ceases to provide such Benchmark or, if such Benchmark is a term rate, all Available Tenors of such Benchmark; or

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

“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 announcing that such administrator has ceased or will cease to provide such Benchmark, permanently or indefinitely; or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark, the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, which states that the administrator of such Benchmark has ceased or will cease to provide such Benchmark permanently or indefinitely; or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark announcing that such Benchmark is not, or as of a specified future date will not be, representative.

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

“Beneficial Ownership Certificate” means a certificate in form and substance satisfactory to the Bank regarding beneficial ownership of the Borrower as required by the Beneficial Ownership Regulation.

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

“Borrower” means the “Borrower” identified in Section 1 (*Loan Terms and Conditions*).

“Business Day” means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of New York or the location of the Bank’s Office; provided that, when used in connection with a Term SOFR Loan, the term “Business Day” means, in addition to the foregoing, any such day that is a U.S. Government Securities Business Day.

“Change of Control” means the Parent ceases to either (a) legally or beneficially own, directly or indirectly, at least forty percent (40%) of the voting Equity Interests of the Borrower or (b) possess, directly or indirectly, the power to direct or cause the direction of the management and policies of the Borrower, whether through the ownership of voting securities, by contract or otherwise.

“Code” means the Internal Revenue Code of 1986.

“Commitment” means the Revolving Commitment or Term Commitment or both, as the context requires.

“Commitment Fee” shall have the meaning ascribed to such term in Section 2(e).

“Commitment Fee Rate” means a rate per annum equal to the “Commitment Fee Rate” set forth in Section 2 (Loan Terms and Conditions) (if any).

“Committed Credit Facility” means any Credit Facility that is indicated as a “Committed Credit Facility” in Section 2 (Loan Terms and Conditions).

“Confirmation” means, with respect to each Loan, the Bank’s written confirmation of the terms upon which the Bank would agree to make such Loan substantially in the form of Exhibit A or such other form as the Bank may specify; provided that such written confirmation may be sent by the Bank to the Borrower via email or other means of electronic communication acceptable to the Bank.

“Conforming Changes” means, with respect to either the use or administration of the Term SOFR Rate or the use, administration, adoption or implementation of any Benchmark Replacement Rate, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” “Interest Period Tenor” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 6(a) and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

“Consolidated Net Worth” means stockholder’s equity as determined in accordance with the accounting standards generally employed in the preparation of the Borrower’s and its consolidated Subsidiaries’ financial reports.

“Control” means the possession, directly or indirectly, of the power to direct 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.

“Cost of Funds Rate” means, with respect to any Loan, the rate per annum, expressed as a percentage, equal to the Bank’s cost of obtaining the funds for such Loan for a term comparable to the Interest Period pertaining to such Loan (which shall be determined and calculated by the Bank in its sole discretion, which determination may include such factors as the Bank shall deem appropriate from time to time, including market, regulatory and liquidity and capital conditions, provided that such rate is not necessarily the cost to the Bank of funding the specific Loan and may exceed the Bank’s actual cost of borrowing in the markets in which the Bank may obtain funds from time to time) as notified to the Borrower; provided that in no event shall the Cost of Funds Rate be less than the Floor.

“Cost of Funds Loan” means any Loan that bears interest at the Cost of Funds Rate.

“Credit Documents” means and includes (i) this Agreement (including the Schedules, Annexes, Addenda and Exhibits hereto), (ii) each Confirmation, (iii) each Note, (iv) each Loan Request, (v) the Guaranty (if any) and (vi) all other certificates, documents and instruments executed and/or delivered to or for the benefit of the Bank in connection with the transactions contemplated hereby.

“Credit Facility” means the Revolving Credit Facility or the Term Loan Facility or both, as the context requires.

“Default” means any act, condition or event that constitutes an Event of Default or that with the giving of notice or the passage of time or both would, unless cured or waived, become an Event of Default.

“Disbursement Date” means, with respect to each Loan, the date of disbursement of such Loan hereunder, as specified in the corresponding Confirmation for such Loan; provided that each such Disbursement Date for a Revolving Loan shall be a Business Day occurring during the Availability Period.

“Dollars” and “\$” mean the lawful currency of the United States.

“E-Signature” means an electronic record adopted by a Person with the intent to sign, authenticate, or accept any document, agreement or instrument.

“Electronic System” means any electronic system, including e-mail, e-fax, or web portal access for the Borrower, in each case, acceptable to the Bank.

“Environmental Laws” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower directly or indirectly resulting from or based upon (i) violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) exposure to any Hazardous Substances, (iv) the release or threatened release of any Hazardous Substances into the environment or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower directly or indirectly resulting from or based upon (i) violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) exposure to any Hazardous Substances, (iv) the release or threatened release of any Hazardous Substances into the environment or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interest” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the 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, all of the securities 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), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

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

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) the failure by the Borrower or any ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules or the filing of an application for the waiver of the minimum funding standards under the Pension Funding Rules; (c) the incurrence by the Borrower or any ERISA Affiliate of any liability pursuant to Section 4063 or 4064 of ERISA or a cessation of operations with respect to a Pension Plan within the meaning of Section 4062(e) of ERISA; (d) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of Title IV of ERISA); (e) the filing of a notice of intent to terminate a Pension Plan under, or the treatment of a Pension Plan amendment as a termination under, Section 4041 of ERISA; (f) the institution by the PBGC of proceedings to terminate a Pension Plan; (g) any event or condition that constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the determination that any Pension Plan is in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) or that a Multiemployer Plan is in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (i) the imposition or incurrence of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate; (j) the engagement by the Borrower or any ERISA Affiliate in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; (k) the imposition of a lien upon the Borrower pursuant to Section 430(k) of the Code or Section 303(k) of ERISA; or (l) the making of an amendment to a Pension Plan that could result in the posting of bond or security under Section 436(f)(1) of the Code.

“Event of Default” shall have the meaning ascribed to such term in Section 11.

“Executive Order 13224” means U.S. Executive Order No. 13224 on Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, which came into effect on September 24, 2001, as amended.

“Existing Indebtedness” means the indebtedness and other obligations of the Borrower and its Subsidiaries described as the “Existing Indebtedness” in Section 1 (Loan Terms and Conditions) or as otherwise disclosed to the Bank in writing, prior to the Agreement Date.

“Federal Fund Rate” means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day’s Federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate.

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

“Fixed Rate” means, with respect to each Fixed Rate Loan, the per annum interest rate specified in the relevant Confirmation issued for such Loan.

“Fixed Rate Loan” means any Loan bearing interest at the Fixed Rate.

“Floor” means 0.0% or such other floor as agreed between the Bank and the Borrower.

“Foreign Plan” means any employee pension benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Borrower or any Subsidiary with respect to employees employed outside the United States (other than any governmental arrangement).

“Governmental Approval” means any authorization, consent, approval, license, order, qualification or exemption of, registration or filing with, or report or notice to, a Governmental Authority.

“Governmental Authority” means any government, governmental authority, agency, department, commission, board, instrumentality, bureau, administrative, or judicial body, court or tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, supervisory, or administrative powers or functions of government, in each case whether domestic or foreign, national, federal, state, provincial, territorial, departmental, municipal, or local, including those in the Applicable Jurisdiction and the United States.

“Guaranty” means any guaranty, in form and substance acceptable to the Bank, executed by the Parent (and/or such other guarantying entities accepted by the Bank) in favor of the Bank from time to time, together with any and all amendments and other modifications thereto and replacements and substitutions thereof.

“Hazardous Substance” means all substances or wastes and all hazardous or toxic substances, wastes or other pollutants of any nature regulated pursuant to any Environmental Law.

“Indebtedness” of any Person means (a) all obligations of such Person for borrowed money or for the deferred purchase price of property or services, (b) any obligation of another Person which is guaranteed by such Person or, with respect to which, such Person is liable, contingently or otherwise, (c) the rental obligations of such Person under any leases, (d) all obligations of such Person to purchase securities or other property that arise out of or in connection with the sale of the same or substantially similar securities or property, (e) all non-contingent obligations of such Person to reimburse any other Person in respect of amounts paid under a letter of credit or similar instrument to the extent that such reimbursement obligations remain outstanding after they become non contingent, (f) all obligations of such Person with respect to interest rate and currency swaps and similar obligations obligating such Person to make payments, whether periodically or upon the happening of a contingency, (g) all obligations to pay any dividend or make any other distribution (of cash or otherwise) in respect of Equity Interests issued by such Person, (h) all obligations under direct or indirect guarantees in respect of obligations, contingent or otherwise, to purchase or otherwise acquire, or otherwise assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to above and (i) any of the foregoing obligations secured by a Lien on any asset of such Person.

“Interest Payment Date” means, with respect to any Loan, (a) (i) solely in the case of a Term SOFR Loan, the last day of each Interest Period therefor and, in the case of any Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at three month intervals after the first day of such Interest Period, (ii) solely in the case of any ABR Loan, the last Business Day of each calendar month, (iii) solely in the case of any Cost of Funds Loan, the Business Day as elected by the Borrower in accordance with Section 2(b) (but in no event any less frequently than once every six months during the period such Cost of Funds Loan remains outstanding); and (iv) solely in the case of any Fixed Rate Loan, as set out in the Confirmation for such Loan, and (b) the applicable Maturity Date.

“Interest Period” means, (a) with respect to any Term SOFR Loan, a period commencing on the date such Loan is made, continued as or converted to a Term SOFR Loan and ending on the numerically corresponding day in the calendar month that is the applicable Interest Period Tenor thereafter (in each case, subject to the availability thereof as determined by the Bank), in each case, as the Borrower may elect in accordance with Section 2(b) and (b) with respect to any Cost of Funds Loan, a period commencing on the date when such Loan is made and ending on a Business Day as elected by the Borrower in accordance with Section 2(b), provided that, in each case, (i) no Interest Period with respect to a Cost of Funds Loan shall exceed 180 days, (ii) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, with respect to a Term SOFR Loan, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period with respect to a Term SOFR Loan shall end on the immediately preceding Business Day, (iii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, (iv) no Interest Period shall extend beyond the applicable Maturity Date, as applicable and (v) no tenor with respect to a Term SOFR Loan that has been removed from this definition pursuant to Section 6(d) shall be available hereunder. For purposes hereof, the date of a Loan initially shall be the date on which such Loan is made and thereafter shall be the effective date of the most recent conversion or continuation of such Loan.

“Interest Period Cap” means ten (10) or such other amount as agreed by the Bank in its sole discretion.

“Interest Period Tenor” means, for any Term SOFR Loan and any Interest Period, a tenor equal to the applicable “Interest Period Tenor” set forth in Section 1 (*Loan Terms and Conditions*) or in the corresponding Confirmation issued for such Loan, as the case may be.

“Interest Rate” means, on any date, (i) with respect to any Term SOFR Loan, a rate per annum equal to the sum of the Term SOFR Rate for the Interest Period therefor, plus the Applicable Margin, (ii) with respect to any ABR Loans, a rate per annum equal to the ABR on for such date, plus the Applicable Margin, (iii) with respect to any Cost of Funds Loan, a rate per annum equal to the sum of the applicable Cost of Funds Rate for the Interest Period therefor, plus the Applicable Margin; or (iv) with respect to any Fixed Rate Loan, a rate per annum equal to the sum of the applicable Fixed Rate.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, guaranty or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in case by such Person with respect thereto.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan” means any loan made by the Bank to the Borrower pursuant to Sections 2 and 3.

“Loan Request” has the meaning specified in Section 3(b).

“Margin Stock” means margin stock within the meaning of the regulations of the Federal Reserve Board.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect on, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Parent, the Borrower and its Subsidiaries taken as a whole or (b) a material adverse effect on (i) the ability of the Parent or the Borrower to perform its obligations under this Agreement and each other Credit Document to which it is a party, (ii) the legality, validity, binding effect or enforceability of this Agreement or any other Credit Document or (iii) the rights, remedies and benefits available to, or conferred upon, the Bank under this Agreement or any other Credit Document.

“Material Indebtedness” means, at any time, Indebtedness (other than the Loans) of any one or more of the Borrower, the Parent and the Subsidiaries of the Borrower that is in an aggregate outstanding principal amount exceeding the Threshold Amount (or the equivalent in any currency).

“Maturity Date” means the Revolving Credit Facility Maturity Date or the Term Loan Maturity Date, as applicable.

“Minimum Borrowing Amount” means \$500,000.00 or such other amount as agreed by the Bank in its sole discretion.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, during the preceding five (5) plan years has made or been obligated to make contributions, or has any liability.

“Multiple Employer Plan” means a Plan with respect to which the Borrower or any ERISA Affiliate is a contributing sponsor, and that has two or more contributing sponsors at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“Note” shall have the meaning ascribed to it in Section 7(a).

“Obligations” means all unpaid principal of and accrued and unpaid interest on the Loans, all accrued and unpaid fees, and all expenses, reimbursements, indemnities and other obligations of the Borrower or the Parent to the Bank or any indemnified party arising under this Agreement and each other Credit Document, 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 (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Organizational Documents” means the documents and instruments pertaining to the formation and ongoing existence of any Person.

“Parent” means the “Parent” identified in Section 1 (*Loan Terms and Conditions*) (if any).

“Patriot Act” shall have the meaning ascribed to it in Section 13(i).

“Pension Funding Rules” means the rules of the Code and ERISA regarding minimum funding standards and minimum required contributions (including any installment payment thereof) to Pension Plans and Multiemployer Plans and set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

“Pension Plan” means any employee pension benefit plan (including a Multiple Employer Plan, but excluding a Multiemployer Plan) that is maintained or is contributed to by the Borrower or any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

“Permitted Liens” means any and all (a) Liens for Taxes, assessments or other governmental charges or levies not at the time delinquent or thereafter payable without penalty, (b) Liens in favor of carriers, warehousemen, mechanics, landlords, suppliers and lessors incurred in the ordinary course of business for sums not overdue, (c) deposits under workers’ compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure indemnity, performance or other similar bonds, all of which arise in the ordinary course of business, (d) Liens described under “Other Permitted Liens” in Section 1 (*Loan Terms and Conditions*) or otherwise consented to in writing by the Bank and (e) Liens created to secure the payment of the purchase of assets on which the Lien is created, provided that the aggregate amount of all obligations secured by Liens in described in this clause (e) does not exceed the Secured Indebtedness Cap at any one time outstanding and any such Lien attaches only to the asset so purchased.

“Person” means any natural person, sole proprietorship, corporation, sociedad, limited liability company, trust, joint venture, association, company, mutual company, joint stock company, trade association, partnership, Governmental Authority or other entity of whatever nature.

“Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA, maintained for employees of the Borrower or any Subsidiary, or any such plan to which the Borrower or any Subsidiary is required to contribute on behalf of any of its employees or with respect to which the Borrower has any liability.

“Post Default Rate” means, as of any date of determination, (a) with respect to any interest payable in respect of any Loan, a rate of interest per annum equal to the sum of (i) the Interest Rate otherwise applicable thereto, plus (ii) 2.0% and (b) in

the case of any fee or other amount due or payable under this Agreement or any other Credit Document, a rate of interest per annum equal to the greater of (i) the ABR as in effect from time to time, plus (ii) 2.0%.

“Prime Rate” means, as of any date of determination, the prime commercial per annum lending interest rate of the Bank as in effect from time to time in New York, New York for loans in Dollars, which rate of interest may not be the lowest or best rate of interest offered by the Bank at any given time to any class of borrowers. Any change in the Prime Rate shall result in an immediate corresponding change in any rate of interest based on the Prime Rate.

“Process Agent” means the “Process Agent” set forth in Section 1 (*Loan Terms and Conditions*) (if any).

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

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to such Person’s shareholders, partners or members (or the equivalent Persons thereof).

“Revolving Commitment” means, to the extent the Revolving Credit Facility is a Committed Credit Facility, the commitment of the Bank to make Revolving Loans hereunder in an amount not to exceed the Revolving Facility Amount as in effect from time to time.

“Revolving Credit Facility” means the revolving credit facility made available to the Borrower in accordance with the terms of this Agreement in an aggregate amount at any time outstanding not to exceed the Revolving Facility Amount.

“Revolving Credit Facility Maturity Date” means the earlier of (a) date specified as the “Revolving Credit Facility Maturity Date” in Section 1 (*Loan Terms and Conditions*), as such date may be extended pursuant to Section 2(f) (except that, if such date is not a Business Day, the Revolving Credit Facility Maturity Date shall be the immediately preceding Business Day) and (b) such date on which the Obligations are accelerated pursuant to the terms hereof or the Revolving Facility Amount is reduced to zero or otherwise terminated pursuant to the terms hereof (other than as a result of the occurrence of the Availability Period End Date pursuant to clause (a) of such definition).

“Revolving Facility Amount” means the amount set forth as the “Revolving Facility Amount” in Section 1 (*Loan Terms and Conditions*). To the extent that the Bank’s “Revolving Facility Amount” is not stated in Section 1 (*Loan Terms and Conditions*), the “Revolving Facility Amount” shall be zero.

“Revolving Loan” means a Loan made pursuant to Section 2(a).

“Sanctioned Country” means a country, region or territory that is, or whose government is, the subject or target of any Sanctions Laws program that broadly prohibits dealings with that country, region, territory or government.

“Sanctioned Person” means, at any time, any Person: (i) that is listed and/or targeted on the Specially Designated Nationals and Blocked Persons list or the Consolidated Sanctions list maintained by OFAC, or any similar list maintained by OFAC, the U.S. Department of State, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom, the Government of Japan or the United Nations Security Council; (ii) that is fifty-percent (50%) or more owned or controlled, directly or indirectly, in the aggregate by one or more Persons described in clause (i) above; (iii) that is operating, organized or resident in a Sanctioned Country; or (iv) with whom a Person operating, organized or resident in the U.S. is otherwise prohibited or restricted by Sanctions Laws from engaging in trade, business or other activities.

“Sanctions Laws” means any financial, economic or trade sanctions, Laws, rules, regulations, executive orders, decisions, embargoes or restrictive measures imposed, administered or enforced by any of: (i) any U.S. Governmental Authority (including OFAC), including Executive Order 13224, the Patriot Act, the Trading with the Enemy Act, the International Emergency Economic Powers Act and the Laws, regulations, rules and/or executive orders relating to restrictive measures against Iran; (ii) any Governmental Authority of the United Kingdom, including His Majesty’s Treasury; (iii) the Government of Japan; (iv) the European Union in pursuit of the Common Foreign and Security Policy objectives set out in the Treaty on European Union; (v) the United Nations Security Council or any other legislative body of the United Nations; and (vi) any jurisdiction in which the Parent, the Borrower or any of its Affiliates operates or in which the proceeds of the Loans will be used or from which repayments of the obligations under this Agreement and each other Credit Document will be derived.

“Secured Indebtedness Cap” means the “Secured Indebtedness Cap” set forth in Section 1 (*Loan Terms and Conditions*).

“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).

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the equity interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time owned or the management of which is controlled, directly, or indirectly through one or more intermediaries, by such first Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

“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 Commitment” means, to the extent the Term Loan Facility is a Committed Credit Facility, the commitment of the Bank to make a Term Loan hereunder in an amount not to exceed the Term Loan Facility Amount.

“Term Loan” means a Loan made pursuant to Section 2(b).

“Term Loan Facility” means the term loan facility made available to the Borrower in accordance with the terms of this Agreement in an aggregate amount at any time outstanding not to exceed the Term Loan Facility Amount.

“Term Loan Facility Amount” means the amount set forth as the “Term Loan Facility Amount” in Section 1 (Loan Terms and Conditions). To the extent that the Bank’s “Term Loan Facility Amount” is not stated in Section 1 (Loan Terms and Conditions), the “Term Loan Facility Amount” shall be zero.

“Term Loan Maturity Date” means the earlier of (a) the date specified as the “Term Loan Maturity Date” in Section 1 (*Loan Terms and Conditions*), as such date may be extended pursuant to Section 3(f) (except that, if such date is not a Business Day, the Term Loan Maturity Date shall be the immediately preceding Business Day) and (b) such date on which the Term Loans are accelerated pursuant to the terms hereof.

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

“Term SOFR Loan” means any Loan bearing interest at the Term SOFR Rate.

“Term SOFR Rate” means,

(j) for any calculation with respect to any Term SOFR Loan for any Interest Period, a rate per annum equal to the Term SOFR Reference Rate for a tenor comparable to such Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator (and the Term SOFR Rate has not been replaced hereunder pursuant to Section 6(d)), then the Term SOFR Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; and

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

pursuant to the proviso under clause (a) or clause (b) above) would be less than the Floor, then the Term SOFR Rate shall be deemed to be the Floor for purposes of this Agreement.

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

“Threshold Amount” means an amount equal to (a) with respect to the Borrower, \$500,000 and (b) with respect to the Parent, \$1,000,000.

“Type”, when used in reference to any Loan, refers to whether the rate of interest on such Loan is determined by reference to the ABR, the Cost of Funds Rate or the Term SOFR Rate.

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

“Unaudited Financial Due Date” means the applicable date described as the “Unaudited Financial Due Date” in Section 1 (*Loan Terms and Conditions*) or such later date as agreed by the Bank in its sole discretion.

“Unaudited Financial Statements” means the financial statements described as the “Unaudited Financial Statements” in Section 1 (*Loan Terms and Conditions*).

“Uncommitted Credit Facility” means any Credit Facility that is indicated as an “Uncommitted Credit Facility” in Section 1 (*Loan Terms and Conditions*).

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

“Upfront Fee” has the meaning specified in Section 2(d).

“Upfront Fee Amount” means an amount equal to the “Upfront Fee Amount” set forth in Section 1 (*Loan Terms and Conditions*), if any.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

PART C – COUNTRY SPECIFIC TERMS AND CONDITIONS – CHILE

Capitalized terms used but not defined in this Addendum shall have the meanings assigned thereto in the Credit Agreement to which this Addendum is attached.

1. *Schedule A (Defined Terms) of the Credit Agreement shall be amended to amend and restate the existing definitions set forth below in their entirety or add the following new defined terms thereto in the appropriate alphabetical order, as applicable:*

“After-Tax Basis” means, with respect to any payment to be received by a Person, that the amount of such payment plus a further payment or payments so that the net amount received by such Person, after deducting from such payment and such further payment the amount of all Taxes actually imposed on the Person receiving such payments by any U.S. federal, state, local, Japanese or other foreign taxing authority with respect to such payments, plus interest, fines and penalties imposed on or incurred by, or otherwise imposed or incurred, in respect of such payment (net of any current credits, deductions or other Tax benefits actually arising from the payment by such Person of any amount, including Taxes, with respect to the payment received or arising by reason of the receipt or accrual by such Person of the payment received) is equal to the original payment required to be received.

“Agreed W/H Rate” is defined in Section 5(c).

“Allonge” means the allonge (*hoja de prolongación*) issued by the Borrower under Chilean law pursuant to Section 7(a). For the purpose of this Agreement, each Allonge issued by Borrower is a “Credit Document.”

“Business Day” means any day except a day which is a Saturday or a Sunday or on which commercial banks are not required or authorized to remain open for the regular transaction of business in New York, New York, United States and City of Santiago, Chile.

“Change in Tax Law” means that individually or collectively with one or more prior changes, an amendment to, or change in, any law, treaty, decree, rule or regulation of the United States, Japan or Chile or any state thereof, on, or otherwise relating to, Taxes, or an amendment to, or change in, an official interpretation or application of such tax law, treaty, decree, rule or regulation proposed, announced, issued, published or promulgated on or after the Agreement Date, regardless of the effective date of such change, which amendment or change is in force and continuing.

“Chile” has the meaning assigned to such term in the first paragraph of this Agreement.

“Chilean Preferential Withholding Rate” means the reduced withholding tax rate of 4% currently imposed under Chilean law on interest payments by the Borrower under this Agreement to the Bank in its capacity as a “foreign bank” or “foreign financial institution” in accordance with Article 59 No. 1 letter (b) of the Chilean income tax law (*artículo 59 No. 1 letra b de la Ley sobre Impuesto a la Renta de Chile*).

“CLP” or “Chilean Pesos” means the lawful currency of Chile.

“CLP DÓLAR OBS” or “CLP10” means the applicable “*Dólar Observado*” for a Fixing Date, being the Chilean Peso / U.S. Dollar average exchange rate in the interbank market expressed as the amount of Chilean Pesos per one U.S. Dollar for settlement in one Business Day as reported by the Central Bank of Chile (<http://www.bcentral.cl/>), as the “*Dólar Observado*” for such Fixing Day (pursuant to No. 6 of Chapter I of the Compendium of Foreign Exchange Regulations of the Central Bank of Chile), at approximately 6:00 p.m., Santiago time on such Fixing Date and no later than 10:30a.m., Santiago time on the first Business Day following such Fixing Date.

“CLP Interest Amount” has the meaning ascribed to such term in Section 4(a).

“CLP Loan” means a loan that is made or made available by the Bank to the Borrower hereunder that is denominated in CLP and bears interest at a fixed rate as specified in the Confirmation issued in respect of such loan.

“CLP Loan Amount” means, with respect to each CLP Loan, the CLP equivalent principal loan amount set out in the Confirmation issued in respect of such CLP Loan.

“CLP Loan Repayment Amount” means, with respect to each CLP Loan, an amount equal to the quotient of (i) the sum of the CLP Loan Amount of such CLP Loan, all accrued and unpaid interest and all other amounts owed under the Credit Documents

(including, if applicable, all amounts referenced in Section 4(f) (including all Hedging Costs) incurred or suffered by the Bank in connection with such repayment of such CLP Loan) and (ii) the applicable Spot Rate.

“CLP Repayment Date” means, with respect to each CLP Loan, the date upon which the CLP Loan Repayment Amount for such CLP Loan is due (whether by scheduled maturity, acceleration or otherwise).

“Covered Amounts” has the meaning ascribed to such term in Section 4(c).

“Cumulative Events” means that, except as provided below, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed thirty (30) consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such thirty (30) calendar day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period, then such day shall be deemed to be a Fixing Date, and (y) if, upon the lapse of any such thirty (30) calendar day period, a Price Source Disruption shall have occurred or be continuing on the day following such period, then Valuation Postponement shall not apply and the Spot Rate shall be determined in accordance with the next applicable Disruption Fallback.

“Disbursement Date Spot Exchange Rate” means, with respect to each CLP Loan, the market spot rate of CLP to US\$ determined by the Bank and as set forth in the relevant Confirmation issued for such CLP Loan.

“Disruption Fallbacks” means, solely with respect to CLP Loans, (subject always to the Cumulative Events) that the following methods (in the following specified order of application) will be used to determine the Spot Rate in the event of a Price Source Disruption:

(a) “Valuation Postponement” means that the Spot Rate will be determined pursuant to the CLP10 on the Business Day immediately succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date that, but for the occurrence of the Price Source Disruption, would have been the Fixing Date) for a consecutive number of thirty (30) calendar days (the “Maximum Days of Postponement”). In such event, the Spot Rate will be determined on the next Business Day after the Maximum Days of Postponement in accordance with the next applicable Disruption Fallback.

(b) “Bank Determination” means that the Bank will determine the Spot Rate (or a method for determining the Spot Rate) in a commercially reasonable manner.

“Equivalent US\$ Loan Amount” means, with respect to each CLP Loan, the Dollar principal loan amount of such CLP Loan set out in the corresponding Confirmation for such CLP Loan, determined by the Bank by dividing the CLP Loan Amount by the Disbursement Date Spot Exchange Rate.

“Fixing Date” means, with respect to a CLP Loan and in relation to each Scheduled Fixing Date, such Scheduled Fixing Date; *provided that* if such Scheduled Fixing Date is an Unscheduled Holiday, it shall be the first following day that is a Business Day; *provided further that* (subject always to Cumulative Events) if the Fixing Date has not occurred on or before the thirtieth (30th) consecutive day after the Scheduled Fixing Date (any such period being a “Deferral Period”), then the next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday, shall be deemed to be the Fixing Date, unless the Disruption Fallbacks apply, in which case it will be the day on which the Spot Rate is determined pursuant to the Disruption Fallbacks.

“Fixing Business Day” means, with respect to a CLP Loan, a day on which commercial banks are open (or, but for the occurrence of the Price Source Disruption, would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the City of Santiago, Chile and New York, New York, U.S.

“Governmental Authority” means any government, governmental authority, any agency, department, commission, board, authority, instrumentality, bureau, administrative, or judicial body, court or tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, supervisory or administrative powers or functions of or pertaining to government, in each case whether domestic or foreign, national, federal, state, provincial, territorial, departmental, municipal or local, including those in Chile, Japan and the United States.

“Hedging Costs” means, with respect to a CLP Loan, any costs, losses, expenses and liabilities, including (without duplication) loss of bargain (including loss of anticipated profits that the Bank would have received through the Loan Maturity Date of such Loan), and costs of funding, incurred or sustained by the Bank in connection with the liquidation or reemployment of funds obtained by the Bank to make, fund, or maintain the Loans or terminating, liquidating, obtaining or re-establishing any Swap Contract or derivative, hedge or related trading position which the Bank had entered into or arranged to hedge the amounts to be disbursed by it to the Borrower or payable to it by the Borrower in respect of such Loan under this Agreement and the other Credit

Documents into a Dollar floating rate asset, including, for the avoidance of doubt, any such Swap Contract or derivative, hedge or related trading position arranged or transacted internally or with an Affiliate of the Bank.

“Interest Payment Date” means, with respect to each Loan, each interest payment date set forth in the relevant Confirmation issued for such Loan, and, with respect to a CLP Loan, as each such date may be deferred pursuant to any Deferral Period.

“Interest Rate” means, with respect to each Loan, the per annum interest rate specified in the relevant Confirmation issued for such Loan.

“Note” means each promissory note (*pagaré*) issued by the Borrower under Chilean law pursuant to Section 7 hereof for each Loan made under this Agreement and shall include any Allonge issued by the Borrower in connection therewith. Each Note shall be issued in the agreed Bank form. Each reference to an obligation of the Borrower or a right of the Bank with respect to a “Note” in this Agreement, shall be construed to mean or include an “Allonge” as applicable.

“Price Source Disruption” means it becomes impossible to obtain the CLP DÓLAR OBS / CLP10 on the relevant Fixing Date (or, if different, the day on which rates for that Fixing Date would, in the ordinary course, be published or announced by the relevant price source).

“Scheduled Fixing Date” means, in relation to (i) payments of interest in respect of each CLP Loan, two (2) Fixing Business Days before each Interest Payment Date for such CLP Loan (including the Interest Payment Date occurring on the applicable Loan Maturity Date for such CLP Loan), (ii) the repayment of each CLP Loan on its Loan Maturity Date, two (2) Fixing Business Days before the Loan Maturity Date for such Loan, and (iii) any prepayment of a CLP Loan, two (2) Fixing Business Days before each such prepayment date.

“Spot Rate” means, for any Fixing Date, the currency exchange rate between CLP and Dollars determined in accordance with the CLP DÓLAR OBS / CLP10 or the Disruption Fallbacks (as the case may be).

“Swap Contract” means (i) 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 arrangements 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 (ii) 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. or the *Asociación de Bancos e Instituciones Financieras A.G.*, 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.

“Unscheduled Holiday” means that a day is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. Santiago time, two Business Days prior to the relevant Scheduled Fixing Date.

“US\$ Interest Amount” has the meaning ascribed to such term in Section 4(a).

“US\$ Loan” means a loan that is made or made available by the Bank to the Borrower hereunder that is denominated in US\$ and bears interest at a fixed rate as specified in the Confirmation issued in respect of such loan.

“US\$ Repayment Amount” has the meaning ascribed to such term in Section 5(a).

2. Section 3(b) (Loan and Interest Election Requests) of the Credit Agreement shall be amended and restated as follows:

(b) For each proposed Loan, unless otherwise agreed by the Bank in its sole discretion, the Borrower shall give the Bank written notice of its proposal (each, a “Loan Request”), by no later than 10:00 a.m. three (3) Business Days before the proposed Disbursement Date (or such later date as may be accepted by the Bank in its sole discretion). Each Loan Request shall, among other things, specify (i) the type of Loan being requested, (ii) the principal amount of the proposed Loan being requested, (iii) the requested Disbursement Date of such proposed Loan, and (iv) the proposed Maturity Date. Such Loan Request shall be (A) irrevocable, (B) in form and substance reasonably acceptable to the Bank, (C) executed by an Authorized Officer of the Borrower to the extent requested by the Bank and (D) delivered by any Electronic System

acceptable to the Bank pursuant to procedures approved by the Bank (or in such other form (including by telephone) as acceptable to the Bank in its sole discretion). If the Bank shall have agreed to accept such Loan Request, it shall also deliver to the Borrower by email (or by any Electronic System acceptable to the Bank pursuant to procedures approved by the Bank) a Confirmation of the relevant Loan on or before the proposed Disbursement Date for such Loan. The Bank's failure to deliver a Confirmation for a Loan Request sent by Borrower or a failure to notify the Borrower of acceptance or rejection of a Loan Request on or before the proposed Disbursement Date for such Loan shall constitute the Bank's rejection of such Loan Request and shall not constitute a default by the Bank under this Agreement. For each Loan that the Bank agrees in its sole discretion to make, the Bank shall credit (i) with respect to US\$ Loans, the Loan Amount, and (ii) with respect to CLP Loans, the Equivalent US\$ Loan Amount, of such Loan to the account of the Borrower as listed in such Loan Request on the relevant Disbursement Date. The Borrower shall indemnify the Bank upon demand against any loss, cost, expense, liability or other amount incurred or suffered by the Bank as a result of any failure to fulfill, on or before the Disbursement Date, the conditions set forth in Section 9, including any and all Hedging Costs, if any Loan, as a result of such failure, is not made on the Disbursement Date. The Borrower hereby agrees that the amount of CLP Loans advanced by the Bank (including for interest and principal calculation purposes) will, from the Disbursement Date, be denominated in CLP. Notwithstanding the foregoing, disbursements under this Agreement and all payments owed by the Borrower hereunder, whether for principal, interest or other amounts due, shall be settled in Dollars. For the purposes of determining amounts payable by the Borrower hereunder in Dollars, amounts denominated in CLP shall be converted into Dollars by dividing the amount payable in CLP by the Spot Rate on such payment date. The Bank will promptly notify the Borrower of the calculation and determinations made by the Bank under this Section 2(b).

3. *Section 4(a) (Interest Rate) of the Credit Agreement shall be amended by adding the following new sentence at the end of the current section:*

In the case of a CLP Loan, the Borrower shall pay the accrued interest (the "CLP Interest Amount") by making a payment in Dollars in an amount (the "US\$ Interest Amount") determined by the Bank by dividing the CLP Interest Amount for such Loan by the applicable Spot Rate. The Interest Rate payable under this Agreement for any period shall be calculated on the basis of a year of 360 days and paid on the actual number of days elapsed, from and including the first day thereof to but excluding the last day thereof. The Bank will notify the Borrower of the calculations and determinations made by it under this Section 4(a).

4. *Section 4(b) (Post-Default Rate) of the Credit Agreement shall be amended and restated as follows:*

(b) Post-Default Rate. If a Default has occurred and for so long as it continues, each Loan (whether or not due) and, to the maximum extent permitted by Applicable Law, each other amount due and payable hereunder shall bear interest to (i) in the case of a US\$ Loan, the date of actual payment (before as well as after judgment) and (ii) in the case of a CLP Loan, the CLP Repayment Date and thereafter such CLP Loan shall accrue interest on the CLP Loan Repayment Amount; in each case at the applicable Post-Default Rate, which interest shall be payable on demand.

5. *Section 5(a)(ii) of Section 5 (Time, Place and Manner) of the Credit Agreement shall be amended and restated as follows:*

(a)(ii) The Borrower shall repay the full principal amount of each Loan on the applicable Maturity Date for such Loan (or such earlier date as such Loan is required to be repaid in accordance with the terms hereof) by making a payment in one lump sum in Dollars. In the case of a CLP Loan, such repayment shall be in an amount equal to the "US\$ Repayment Amount") determined by the Bank by dividing the CLP Loan Amount for such Loan by the applicable Spot Rate, together with accrued interest calculated pursuant to Section 4 and all other amounts accrued under the Credit Documents. Upon any repayment of a Loan (including upon acceleration of the unpaid principal balance of such Loan) on any day other than the Maturity Date, the Borrower shall, for the avoidance of doubt, pay to the Bank all amounts provided in Section 4(e) (including all Hedging Costs) incurred or suffered in connection with such repayment. The Bank will notify the Borrower of the calculations and determinations made by it under this Section 5(a)(ii).

6. *Section 5(c) (Taxes) of the Credit Agreement shall be amended and restated as follows:*

- (c)(i) Taxes. The Borrower and the Bank fully understand and agree that Chile imposes a withholding tax on payments to the Bank of interest on the Loans (the "Covered Amounts") and that the applicable withholding tax rate under current Chilean tax law for payments of Covered Amounts is the Chilean Preferential Withholding Rate (the "Agreed W/H Rate"). If any Tax is required to be withheld or deducted from, or is otherwise payable by the Borrower in connection with, any payment of a Covered Amount due to the Bank under this Agreement, any Note or any other Credit Documents (including in connection with any prepayment of any Loan), the Borrower (i) shall, if required by Applicable Law, withhold or deduct the amount of such Tax from such payment and, in any case, pay such Tax to the

appropriate taxing Governmental Authority in accordance with Applicable Law, (ii) deliver to the Bank, promptly and in any event within five (5) Business Days after the date on which such Taxes become due, original tax receipts and other evidence satisfactory to the Bank of the payment when due of the full amount of such Taxes, and (iii) to the extent that (either as a result of any Change in Tax Law or otherwise) the amount required to be deducted or withheld from the payment of the Covered Amounts exceeds the amount that would have been deducted or withheld from the payment of the Covered Amounts at the Agreed W/H Rate, pay to the Bank forthwith upon any request by the Bank therefor from time to time, such additional amounts as may be necessary so that the Bank receives, on an After-Tax Basis, payment in full of such Covered Amounts stated to be due under this Agreement, any Note or any other Credit Documents less only the amount that would have been deducted or withheld from the Covered Amounts at the Agreed W/H Rate.

(ii) *Agreed W/H Rate.* The Borrower and the Bank fully understand and agree that the applicability of the provisions regarding the Agreed W/H Rate is predicated in part on the availability to the Bank under the Applicable Law of the United States as of the Agreement Date of the foreign tax credit under sections 901, 904 and 906 (and related provisions) of the Code (the “U.S. FTC”) and/or the Applicable Law of Japan as of the Agreement Date of foreign tax credit under Article 69 of the Japanese Tax Act (the “Japanese FTC”) with respect to Chilean taxes withheld, as permitted under Section 5(c)(i) hereof, from the payment of Covered Amounts as an offset against the Bank’s United States federal income tax liability and/or Japanese income tax liability relating to such Covered Amounts. Accordingly, notwithstanding anything to the contrary in Section 5(c)(i) or any other provision hereof, in the event that, as a result of a Change in Tax Law, such Chilean taxes withheld at the Agreed W/H Rate are not fully creditable as an offset against the Bank’s United States federal income tax liability and/or Japanese income tax liability relating to such Covered Amounts (irrespective of whether the Bank has sufficient net income in the absence of such Change in Tax Law to enable such Chilean taxes withheld at the Agreed W/H Rate to be fully creditable), the Borrower shall pay to the Bank forthwith upon any request by the Bank therefor from time to time, such additional amounts (the “Additional Amounts”) as may be necessary so that the Bank receives, on an After-Tax Basis, the amount by which (x) such Chilean taxes withheld at the Agreed W/H Rate exceed (y) the amount of the U.S. FTC or Japanese FTC (taking into account such Change in Tax Law) available to the Bank based on Chilean taxes withheld at the Agreed W/H Rate with respect to the Covered Amounts. In the event the Bank shall receive any refund or credit in respect of the taxes imposed on any such Additional Amounts paid by the Borrower under this 0, the Bank shall within thirty (30) days of obtaining such refund or credit, remit to the Borrower the amount of such refund or credit; provided, that the Bank shall not be, as a result of such remittance to Borrower, in a position on an After-Tax Basis less favorable than it would have been in had the relevant taxes not been imposed.

7. A new section Section 5(g) (Break Funding and Hedging Costs) of the Credit Agreement shall be inserted as follows

(f) *Break Funding and Hedging Costs.* The Borrower acknowledges and agrees that (i) the Bank has entered into or arranged or will enter into or arrange from time to time one or more Swap Contracts or derivative, hedge or related trading positions (either internally, with an Affiliate of the Bank, a third party or otherwise) in order to be able to fund and maintain each CLP Loan in accordance with the terms of this Agreement, (ii) the Bank will incur Hedging Costs in connection with any payment of principal on a CLP Loan on a day other than on the relevant Maturity Date of such CLP Loan or any payment of interest on a CLP Loan on a day other than on the applicable Interest Payment Date in respect of such CLP Loan as provided in this Agreement, and (iii) such Hedging Costs may be material. Furthermore, the Borrower shall pay to the Bank in Dollars, upon demand, all amounts (including all Hedging Costs) as the Bank determines are necessary to compensate it for any loss, cost, expense, liability or other amount whatsoever incurred or suffered by the Bank as a result or by reason of (A) any voluntary or involuntary payment or prepayment of the principal amount of a Loan on a date other than the relevant Maturity Date for such Loan or any interest due on a Loan other than on any applicable Interest Payment Date for such Loan, as the case may be (whether upon the occurrence of an Event of Default, the acceleration of the unpaid principal balance of such Loan, the amendment of this Agreement or otherwise), or (B) any other payment in respect of a Loan not being made, for any reason, on the due date therefor (by reason of the occurrence of an Event of Default, the acceleration of the unpaid principal balance of such Loan or otherwise), including any and all Hedging Costs. The Borrower acknowledges that the provisions of this Section 4(f) were independently bargained for and constitute a specific material part of the consideration given by the Borrower to the Bank for the making of each Loan.

8. Section 7(a) of the Credit Agreement shall be amended and restated in form of one of the following, as applicable:

(a) Note. (i) The Borrower’s obligation to pay the principal amount of each Loan together with accrued interest thereon and all other amounts due under this Agreement shall be evidenced by a Note and any corresponding Allonge, in each case, issued under Chilean law in the agreed Bank form and duly executed (on which the Borrower’s representative’s signature has been authorized by a Chilean notary public and the applicable Chilean stamp tax has been paid in full (such payment to be evidenced by the respective tax form and be certified by the notary public that notarized such promissory note) and delivered by the Borrower to the order of the Bank. On or prior to the Disbursement Date of a Loan, the Borrower shall deliver to the Bank in respect of such Loan a Note (or a corresponding Allonge to an existing Note) (i) duly executed by the Borrower, (ii) dated as of the Disbursement Date indicated on the applicable Confirmation for such Loan, (iii) payable to the order of the Bank, (iv) payable on the Loan

Maturity Date for such Loan, and (v) in a principal amount equal to the amount of the relevant Loan, being (x) in the case of a CLP Loan, to the CLP Loan Amount of such Loan and (y) in the case of a US\$ Loan, the principal amount of such US\$ Loan.

(ii) The Borrower and the Bank acknowledge that the Notes evidence the Loans but that they may also create a payment obligation of the Borrower which is separate and independent from the payment obligations of the Borrower under this Agreement and, accordingly, the Bank undertakes that it will not (i) present any Note for payment unless at such time the Bank is entitled to payment of amounts evidenced by such Note under the terms of this Agreement and (ii) claim under both such Note and this Agreement with respect to the same amount. The Borrower agrees that payment of any part of the principal of a Note shall discharge the obligation of the Borrower hereunder to pay a like amount of principal of the Loan evidenced by such Note, and the payment of any principal of a Loan in accordance with the terms hereof shall discharge the obligation of the Borrower to pay a like amount under the applicable Note. Notwithstanding the discharge in full of a Note, (x) if the amount (including default interest) paid or payable to the Bank under such Note (whether arising from the enforcement thereof in Chile or otherwise) is less than the aggregate amount due and payable to the Bank in accordance with this Agreement with respect to the applicable Loan, the Borrower agrees to pay to the Bank upon demand such difference in accordance with the terms otherwise specified in this Agreement and (y) if the amount paid under such Note exceeds the aggregate amount due and payable to the Bank in accordance with this Agreement with respect to the Loans, the Bank agrees, to the fullest extent permitted under Applicable Law, to pay such excess to the Borrower upon demand. The Borrower hereby agrees and acknowledges that the receipt by the Bank of the Notes shall not constitute an election of remedies by the Bank and the Bank shall have the full rights and remedies available to it under this Agreement and under Applicable Law.

(iii) In case of loss, theft, partial or complete destruction or mutilation of any Note, upon either (i) the delivery of an indemnity letter in a form reasonably satisfactory to the Borrower or (ii) the completion of the Lost Note Procedure (as such term is defined below) and upon notice thereof to the Borrower, the Borrower shall promptly (but in any event within five (5) days of such notice) execute and deliver in lieu thereof an acknowledgment of debt in a form of a public deed or a Note, payable to the same holder on the same applicable terms as the lost, stolen, destructed or mutilated Note. Any stamp tax that arises from any exchange or replacement of a Note shall be borne by the Bank and all other reasonable costs and expenses that arise from any exchange or replacement of a Note shall be borne by the Borrower. In the event of a conflict between the terms of this Agreement and any Note, the terms of this Agreement shall prevail. For these purposes, “Lost Note Procedure” shall mean the procedure by which the holder of a lost Note, at the written request of the Borrower, uses commercially reasonable efforts to ensure that the Note being replaced is declared lost pursuant to the “*procedimiento de extravío*” set forth in Chilean Law 18,092 (*Ley Sobre Letra de Cambio y Pagaré*) and provides a lost note affidavit for such lost Note. To the extent necessary to properly reflect the terms of this Agreement, promptly at the Bank’s request (but in any event within five (5) days of such request), the Borrower shall execute and deliver to the Bank a new Note(s) in exchange for the Note(s) held by the Bank. The parties hereby agree that any damage, loss and/or unenforceability of any Note shall not impair the Bank’s rights hereunder or the rights of any holder of such Note.

9. *The Representations and Warranties of the Borrower within the Credit Agreement shall be amended to include the added language in bold:*

(c) Enforceability. Each Note and each Allonge, when executed and delivered as required pursuant to this Agreement and provided that any and all applicable stamp taxes are paid, shall constitute a valid título ejecutivo enforceable against the Borrower in accordance with Chilean law.

10. *Section 8(d) (Governmental Approvals) of the Credit Agreement shall be amended and restated as follows:*

(d) Government Approvals. Other than the notification to the Central Bank of Chile, no Governmental Approval by any Governmental Authority (except any such Governmental Approval that has been obtained or made and is in full force and effect) is required to authorize, or is required in connection with, (i) the execution, delivery and performance by the Borrower of any Credit Document or (ii) the legality, validity, binding effect or enforceability against the Borrower of any such Credit Document. All steps necessary or advisable to ensure the legality, validity, enforceability and admissibility in evidence of any Credit Document in Chile have been taken (except for the translation into Spanish by an approved translator of any Credit Document not in the Spanish language). No consent or approval of, or notice to, any of the Borrower’s creditors or any other third party is required by the terms of any agreement or instrument evidencing any of the Borrower’s Indebtedness for the execution or delivery of, or the performance of the Borrower’s obligations under this Agreement or any other Credit Document, or the consummation of the transactions contemplated in this Agreement or any other Credit Document

11. *Section 8 (Representations and Warranties of the Borrower) of the Credit Agreement shall be amended to add the following new representations and warranties, as applicable:*

(t) Neither the Borrower nor any of its Subsidiaries is engaged in any unfair labor practice that would be reasonably likely to have a Material Adverse Effect. There is (i) no unfair labor practice complaint pending against either the

Borrower or any of its Subsidiaries or, to the best knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries, before any Governmental Authority of Chile with responsibility, authority or jurisdiction for such matters, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Borrower or any of its Subsidiaries or, to the best knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries, (ii) no strike, labor dispute, slowdown or stoppage pending against the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries and (iii) to the best knowledge of the Borrower, no union organizing activities are taking place against the Borrower or any of its Subsidiaries, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) such as could not have a Material Adverse Effect.

(u) No foreign exchange control approvals and other authorizations by Chile or any Governmental Authority thereof must be obtained for purposes of the execution, delivery and performance by the Borrower of its obligations under any Credit Document to which it is party. There are no restrictions or requirements which limit the availability or transfer of foreign exchange for the purpose of the performance by the Borrower of its obligations under any Credit Document to which it is party.

(v) There is no Tax imposed, assessed, levied or collected by Chile or any Governmental Authority thereof or therein either (i) on or by virtue of the execution, delivery, incurrence, performance, enforcement or admissibility into evidence of the Credit Documents or (ii) on any payment to be made by the Borrower pursuant to any Credit Document, except that (A) interest payments are subject to the Chilean Preferential Withholding Rate, (B) a stamp tax under Decree Law No. 3,475 of 1980 on the principal amount is payable in connection with each Note, and (C) a withholding tax of up to 35% on any other payments to be made by the Borrower to the Bank, which may be limited or exempt in the event that the Bank is entitled pursuant to an applicable tax treaty or the law of the relevant jurisdiction, unless such payment is deemed (I) a “comisión mercantil” pursuant to the Chilean Commercial Code (Código de Comercio), in which case such payment is exempted from withholding tax, in which case it will be subject to a 19% Value Added Tax if such payment corresponds to a service rendered or utilized in Chile, or (II) a professional or technical assistance service, in which case it will be subject to a 15% withholding tax, unless made to a party that is incorporated, domiciled or resident in a country that qualifies as a preferential tax regime, in accordance with Article 41H of the Chilean income tax law (Ley sobre Impuesto a la Renta de Chile), in which case the rate will be 20%. The Borrower is permitted under the Applicable Laws of Chile to pay any additional amounts payable in accordance with Section 5(d) and Section 5(e).

(w) This Agreement and each other Credit Document are each in proper legal form under the Applicable Laws of Chile for the enforcement thereof in such jurisdiction without any further action by the Borrower or the Bank. To ensure the legality, validity, enforceability or admissibility into evidence of the Credit Documents, it is not necessary that any of such Credit Documents or any other document be filed or recorded with any applicable Governmental Authority (except for the translation into Spanish this Agreement by an approved translator). Under the Applicable Laws of Chile, the choice of the law of the State of New York as set forth in this Agreement is a valid choice of law, and the irrevocable submission by the Borrower to jurisdiction and consent to service of process and appointment by the Borrower of the Process Agent for service of process, in each case as set forth in this Agreement, is legal, valid, binding and effective. It is not necessary in order for the Bank to enforce any rights or remedies under the Credit Documents or solely by reason of the execution, delivery and performance by the Borrower of the Credit Documents, that the Bank be licensed or qualified with any Chilean Governmental Authority or any other Governmental Authority or be entitled to carry on business in any jurisdiction.

(x) No receiver, *veedor*, *conciliador*, *síndico* or liquidator (or similar Person in Chile) has been appointed in respect of the Borrower or any of its Subsidiaries in respect of any part of the material assets of the Borrower or of any of its Subsidiaries; no resolution, order of any Governmental Authority or otherwise, or petition or application (either by Borrower or any other Person) for an order, has been passed, made or presented for a reorganization procedure (*procedimiento concursal de reorganización*), judicial reorganization agreement (*acuerdo de reorganización judicial*), simplified reorganization agreement (*acuerdo de reorganización extrajudicial o simplificado*), or liquidation procedure (*procedimiento concursal de liquidación*) with respect to, or for the winding up, dissolution or liquidation of the Borrower or any of its Subsidiaries or for the protection of the Borrower or any of its Subsidiaries from their respective creditors; neither the Borrower nor any of its Subsidiaries has not stopped or suspended payments of its debts or become unable to pay its debts; and the Borrower is, and after giving effect to the Loans and the use of proceeds thereof will be, Solvent.

12. Section 9(b) (Conditions to All Loans) of the Credit Agreement shall be amended to include the following new conditions, as applicable:

(vii) there shall not have occurred any material change or disruption in the United States, Chile or international, financial, political or economic conditions, or currency exchange rates or exchange controls applicable to the Dollar or the currency of Chile, in each such case as the Bank in its sole discretion may determine.

(viii) the Bank shall have received evidence that the Chilean stamp tax on the relevant Loan Note for such Loan has been paid in full.

13. Section 10 (Covenants of the Borrower) of the Credit Agreement shall be amended to add the following covenant, as applicable:

(o) In the event that the Bank or any successor thereof is required to pay stamp duties or any other type of Taxes for the recording or filing of any documents in the courts of Chile, such costs shall be borne by the Borrower even if the Bank or any successor thereof advances any such stamp duties, Taxes or costs.

Section 11(b) (Submission to Jurisdiction) of the Credit Agreement shall be amended by adding the following new sentence at the end of the current section :

- Notwithstanding anything to the contrary herein, each of the parties acknowledges that each Note shall be governed by, and construed in accordance with, the laws of Chile and that the jurisdiction applicable thereto shall be the courts of Chile.

Exhibit A-1

FORM OF LOAN REQUEST

LOAN REQUEST

[Submit 3 Business Days before Disbursement Date]

[Date]

MUFG Bank, Ltd.
New York Branch
1251 Avenue of the Americas
New York, NY 10020-1104

Fax: []
Attn: []

Ladies and Gentlemen:

Reference is made to the Uncommitted Credit Facility Agreement dated as of October 16, 2023 (as may be amended, supplemented, or modified from time to time, the “Agreement”) by and between **POWER TRAIN TECHNOLOGIES CHILE S.A.** (the “Borrower”) and **MUFG BANK, LTD.** (the “Bank”), a Japanese banking corporation, acting through its New York branch. Unless otherwise defined herein, terms defined in the Agreement shall have the same meaning in this Loan Request.

The Borrower hereby requests the Bank to make a Loan to the Borrower on the following terms:

TYPE OF LOAN:	[US\$ Loan / CLP Loan]
LOAN AMOUNT:	US\$ [_____]
DISBURSEMENT DATE:	[_____]
MATURITY DATE:	[_____]

The Borrower undertakes to indemnify the Bank for any costs and expenses should the Loan not be made as provided in the Agreement.

The Borrower hereby instructs the Bank to credit to the account No. [_____] with [____], New York Branch, ABA No. [____], Attn.: [____], the Loan Amount on the Disbursement Date, by 1:00 p.m. New York time.

The Borrower hereby certifies that the following statements are true on the date hereof, and will be true on the Disbursement Date:

- (a) the conditions precedent set forth in Section 10 of the Agreement have been fulfilled as of the date hereof;
- (b) the representations and warranties contained in Section 9 of the Agreement are true and correct, before and after giving effect to the borrowing and to the application of the proceeds thereof, as though made on and as of such date;
- (c) no Default or Event of Default has occurred and is continuing as of the date hereof or would result from such proposed Loan or from the application of the proceeds thereof; and
- (d) the making of the Loan on the Disbursement Date will not cause the aggregate principal amount (and in the case of CLP Loans, the aggregate Equivalent US\$ Loan Amount) of all Loans outstanding under the Agreement to exceed the Facility Amount.

Sincerely yours,

POWER TRAIN TECHNOLOGIES CHILE S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A-2
CONFIRMATION
[NOTE: TO BE REVISED PRIOR TO EXECUTION]

[Date]

POWER TRAIN TECHNOLOGIES CHILE S.A.

Barón de Juras Reales 5050

Conchalí, Santiago, Chile,

ZIP Code 8550677

Attn. Eduardo Thieme, Executive Director

Telephone: +56 97 548 4337

Email: eduardo.thieme@ptt.cl

Ladies and Gentlemen:

Reference is made to (1) the Uncommitted Credit Facility Agreement dated as of October 16, 2023 (as may be amended, supplemented or modified from time to time, the "Agreement") by and between **POWER TRAIN TECHNOLOGIES CHILE S.A.** (the "Borrower") and **MUFG BANK, LTD.** (the "Bank"), a Japanese banking corporation, and (2) the Loan Request, dated [insert date], 20XX from the Borrower with respect to a Loan (the "Loan Request"). Unless otherwise defined herein, capitalized terms used in this Confirmation shall have the meaning ascribed to such terms in the Agreement.

Subject to, and in accordance with, the terms and conditions of the Agreement, the Bank hereby agrees to make the following Loan to the Borrower:

TYPE OF LOAN	[US\$ Loan / CLP Loan]
FOR US\$ LOANS:	
LOAN AMOUNT	US\$[●]
FOR CLP LOANS:	
EQUIVALENT US\$ LOAN AMOUNT:	US\$[●]
DISBURSEMENT DATE SPOT RATE:	CLP [___] to US\$1.00.
CLP LOAN AMOUNT	CLP [●]
INTEREST RATE:	[●]%
DISBURSEMENT DATE:	[●]
LOAN MATURITY DATE:	[●]
INTEREST PAYMENT DATES FOR LOAN	Set forth on Schedule 1 attached hereto. [Insert Schedule 1 with applicable Interest Payment Dates]

The Loan identified herein shall be governed by, and construed in accordance with, the terms and conditions of the Agreement and this Confirmation. In the event of a conflict between the terms of the Loan Request and this Confirmation, the terms of this Confirmation shall prevail.

MUFG BANK, LTD.

By: _____
Name:
Title:

SCHEDULE I
INTEREST PAYMENT DATES

[Insert Schedule 1 with applicable Interest Payment Dates]

Exhibit B

[Form of] Extension Request and Approval Letter

[DATE]

MUFG Bank, Ltd.
[1251 Avenue of the Americas, 15th Floor
New York, New York 10020-1104]

Ladies/Gentlemen:

Please refer to the Credit Agreement, dated as of October 16, 2023, (as amended, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”) between POWER TRAIN TECHNOLOGIES CHILE S.A. (the “Borrower”) and MUFG Bank, Ltd. (the “Bank”). Capitalized terms used but not defined in this letter shall have the meanings given in the Credit Agreement.

Pursuant to Section 2(f) of the Credit Agreement, the Borrower hereby requests that the Bank extend the [Revolving Credit Facility Maturity Date][Term Loan Maturity Date][Availability Period End Date] (currently, [_____]) for another one year period to [_____].

Please notify the Borrower as soon as possible of the Bank’s determination in response to this request.

Very truly yours,

POWER TRAIN TECHNOLOGIES CHILE S.A., as the Borrower

By:
Name:
Title:

By its execution of this letter, but subject to the prior satisfaction of each of the conditions precedent set forth in Section 2(f) of the Credit Agreement, the Bank hereby consents to the extension of the scheduled [Revolving Credit Facility Maturity Date][Term Loan Maturity Date][Availability Period End Date] from [original maturity date] to [one year after the original maturity date].

Very truly yours,

MUFG BANK, LTD., as the Bank

By:
Name:
Title: