

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 7 (*Ancillary Facilities*).

"Ancillary Outstandings" means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility:

- (a) the principal amount under each overdraft facility and on-demand short term loan facility (net of any Available Credit Balance);
- (b) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility (taking account of any decrease in the liability of the relevant Ancillary Lender in respect of such instrument as a consequence of any decrease in, or expiry of, the underlying liability in respect of which such instrument was issued); and
- (c) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility,

in each case as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

"Annual Financial Statements" has the meaning given to that term in Clause 24 (*Information undertakings*).

"Apollo Loan to Own Fund" means any Affiliate or Related Fund of an Original Lender where such person's principal investment strategy is the investment in loans or other debt securities purchased at less than par with the intention of owning the equity and gaining control of a business.

"Assignment Agreement" means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee **provided that** if that other form does not contain the undertaking set out in the form set out in Schedule 5 (*Form of Assignment Agreement*) it shall not be a Creditor Accession Undertaking as defined in, and for the purposes of, the Intercreditor Agreement.

"Audit Laws" means the EU Regulation (537/2014) on specific requirements regarding statutory audit of public-interest entities and repealing Commission Decision 2005/909/EC and the EU Directive (2014/56/EU) amending Directive 2006/43/EC on statutory audits of annual accounts and consolidated accounts and any law or regulation which implements that EU Directive (2014/56/EU).

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Availability Period" means:

- (a) in relation to Facility B, the period from and including the date of this Agreement to and including the earlier of:
 - (i) the last day of the Certain Funds Period; and

- (ii) the date on which the Available Facility in relation to Facility B, has been reduced to zero or cancelled in full;
- (b) in relation to the Senior Revolving Facility, the period from and including the Closing Date to and including the date falling one Month prior to the Termination Date of the Senior Revolving Facility;
- (c) in relation to the Super Senior Revolving Facility, the period from and including the Closing Date to and including the date falling one Month prior to the Termination Date of the Super Senior Revolving Facility;
- (d) in relation to the Acquisition/Capex Facility, the period from and including the Closing Date to and including the date falling 36 Months later; and
- (e) in relation to any Incremental Facility, the period specified as such in the Incremental Facility Notice relating to that Incremental Facility.

"Available Commitment" means, in relation to a Facility, a Lender's Commitment under that Facility minus (subject as set out below):

- (a) the Base Currency Amount of its participation in any outstanding Loans under that Facility and, in the case of the Super Senior Revolving Facility and Senior Revolving Facility, the Base Currency Amount of the aggregate of its (and its Affiliate's) Ancillary Commitments in respect of that Facility; and
- (b) in relation to any proposed Loan, the Base Currency Amount of its participation in any other Loans that are due to be made under that Facility on or before the proposed Utilisation Date and, in the case of the Super Senior Revolving Facility and Senior Revolving Facility, the Base Currency Amount of its (and its Affiliate's) Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date in respect of that Facility.

For the purposes of calculating a Lender's Available Commitment in relation to any proposed Loan under the Super Senior Revolving Facility or Senior Revolving Facility, the following amounts shall not be deducted from that Lender's Super Senior Revolving Facility Commitment or Senior Revolving Facility Commitment (as applicable):

- (i) that Lender's participation in any Super Senior Revolving Facility Loans or Senior Revolving Facility Loans (as applicable) that are due to be repaid or prepaid on or before the proposed Utilisation Date; and
- (ii) that Lender's (and its Affiliate's) Ancillary Commitments in respect of that Facility to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date.

"Available Credit Balance" means, in relation to an Ancillary Facility, credit balances on any account of any Borrower of that Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that those credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility.