The information in this preliminary offering memorandum is not complete and may be changed. This preliminary offering memorandum is not an offer to sell the notes and is not a solicitation of an offer to buy the notes in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated March 22, 2024

PRELIMINARY OFFERING MEMORANDUM **CONFIDENTIAL**

$2,750,000,000

Panther Escrow Issuer, LLC

to be merged with and into

Truist Insurance Holdings, LLC

Panther Co-Issuer, Inc.

% Senior Secured Notes due 2031

Panther Escrow Issuer, LLC, a Delaware limited liability company (the "Escrow Issuer"), and Panther Co-Issuer, Inc., a Delaware corporation ("Panther Co-Issuer" and, together with the Escrow Issuer, the "Escrow Issuers"), are offering $2,750,000,000 of % senior secured notes due 2031 (the "notes"). The notes will bear interest at a rate of % per annum. The issuers (as defined herein) will pay interest on the notes semi-annually in cash in arrears on and of each year, beginning on , 2024. The notes will mature on , 2031.

This offering is part of the financing for the acquisition (the "Acquisition") of Truist Insurance Holdings, LLC, a Delaware limited liability company ("TIH" or the "Company"), by certain investment funds advised by Stone Point Capital LLC ("Stone Point"), certain investment funds advised by Clayton, Dubilier & Rice, LLC ("CD&R" and, together with Stone Point, the "Sponsors" and each a "Sponsor") and certain co-investors, pursuant to an equity interest purchase agreement, dated as of February 20, 2024 (the "Acquisition Agreement"), by and among Truist Bank, a North Carolina-chartered state nonmember bank ("Truist"), certain affiliates of the Sponsors (the "Buyer Entities"), the Company and the other parties thereto. Substantially concurrently with the consummation of the Acquisition, the Escrow Issuer will be merged with and into TIH (the "Escrow Sub Merger"), with TIH continuing as the surviving company and with TIH and McGriff Insurance Services, LLC ("McGriff Insurance") assuming all the obligations of the Escrow Issuer under the notes and the indenture governing the notes.

This offering may be consummated prior to the consummation of the Acquisition. Unless the Acquisition will be consummated on the closing date of this offering, on the closing date of this offering the Escrow Issuers will execute and deliver the Escrow Agreement (as defined herein) and will deposit, or cause to be deposited, the gross proceeds from the offering of the notes into a segregated escrow account for the benefit of the holders of the notes pending the consummation of the Acquisition (the "Escrow Account" and the funds deposited therein, the "Escrowed Property"). From the closing date of this offering to the Completion Date (as defined herein), the Trustee, for its benefit and the benefit of the holders of the notes, will receive a first priority security interest in the Escrow Account and the Escrowed Property. The release of the Escrowed Property to the Escrow Issuers to consummate the Acquisition will be subject to the satisfaction of certain conditions (the "Escrow Conditions"), including the closing of the Acquisition substantially concurrently with or promptly following the release of such Escrowed Property. The consummation of the Acquisition is subject to customary closing conditions, including, among others, the receipt of applicable regulatory approvals and the expiration or termination of applicable waiting periods. If the Acquisition is not consummated on or prior to December 31, 2024 (the "Escrow Outside Date"), or upon the occurrence of certain other events, the Escrowed Property will not be released to the Escrow Issuers to consummate the Acquisition but instead will be released to the Trustee (as defined herein) for the purpose of redeeming the notes pursuant to a special mandatory redemption in accordance with the procedures set forth in the indenture governing the notes. The special mandatory redemption price for the notes will be a price equal to 100% of the initial issue price of the notes plus accrued and unpaid interest, if any, from the issue date of the notes to, but excluding, the special mandatory redemption date. Additional cash in respect of interest that would accrue on the notes from and after the issue date of the notes will not be pre-funded into the Escrow Account on the issue date of the notes, but the Sponsors (directly or through one or more of their affiliates) will commit on or prior to the closing date of this offering, in the event of a special mandatory redemption, to fund the difference between the amounts in the Escrow Account that are available to be applied to redeem the notes pursuant to the special mandatory redemption and the special mandatory redemption price plus the fees and expenses of the Trustee and the Escrow Agent. See "Description of the Notes—Escrow of Proceeds; Special Mandatory Redemption." Upon satisfaction of the Escrow Conditions or if the Acquisition is consummated on the closing date (if applicable), we intend to use the net proceeds from this offering, together with borrowings under the Senior Credit Facilities (as defined herein) and the proceeds from the Equity Contribution (as defined herein), to (i) finance and consummate the Transactions (as defined herein), (ii) pay fees and expenses incurred in connection with the Transactions and (iii) fund cash to the Company's balance sheet. See "Summary—The Transactions" and "Use of Proceeds."

The notes may be redeemed, in whole or in part, on or after , 2027 at the redemption prices specified under "Description of the Notes—Optional Redemption," plus accrued and unpaid interest, if any, to, but excluding, the redemption date. At any time prior to , 2027, the issuers may redeem the notes, in whole or in part, at a redemption price equal to 100% of their principal amount plus a make-whole premium, together with accrued and unpaid interest, if any, to, but excluding the redemption date. In addition, the issuers may, at their option, redeem up to 40% of the aggregate principal amount of the notes before , 2027 with an amount not to exceed the net cash proceeds from certain equity offerings at the redemption price set forth under "Description of the Notes—Optional Redemption," plus accrued and unpaid interest, if any, to, but excluding, the redemption date. In addition, at any time prior to , 2027, the issuers may redeem up to 10% of the aggregate principal amount of the notes during each twelve-month period beginning on the issue date at a redemption price equal to 103% of the aggregate principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. See "Description of the Notes—Optional Redemption." If we sell certain of our assets or experience specific kinds of changes of control, the issuers must offer to purchase the notes at the prices set forth under "Description of the Notes—Repurchase at the Option of Holders—Change of Control" plus accrued and unpaid interest, if any, to, but excluding, the date of purchase in such circumstances.

Prior to the consummation of the Acquisition and pending the satisfaction of the Escrow Conditions (if applicable), the notes will be the obligations of the Escrow Issuers and will not be guaranteed and will not otherwise be the beneficiary of any credit support from TIH, McGriff Insurance or any of their subsidiaries. Upon the consummation of the Acquisition, the Escrow Issuer will merge with and into TIH, with TIH surviving such Escrow Sub Merger, and TIH and McGriff Insurance will assume all the obligations of the Escrow Issuer under the notes and the indenture governing the notes.

From and after the consummation of the Acquisition and following the satisfaction of the Escrow Conditions (if applicable), obligations under the notes will be guaranteed (the "guarantees") on a senior secured basis, jointly and severally, by: (i) Panther Platform Holdco, L.P., a Delaware limited partnership and the Escrow Issuer's indirect parent ("Holdings"); (ii) Panther Platform Midco, L.P., a Delaware limited partnership and the Escrow Issuer's parent ("ParentCo"); (iii) each of ParentCo's existing and future wholly-owned domestic restricted subsidiaries that guarantee the obligations of the issuers under the Senior Credit Facilities or certain other indebtedness, subject to certain exceptions (other than Panther Co-Issuer, which will be a guarantor under the Senior Credit Facilities and a co-issuer of the notes); and (iv) any future wholly-owned domestic subsidiary of Holdings of which ParentCo is a subsidiary (an "intermediate parent") that guarantees the obligations of the issuers under the Senior Credit Facilities.

Following consummation of the Acquisition, the notes and the guarantees will be secured on a first lien pari passu basis by (i) all of the equity securities of ParentCo, the issuers, any intermediate parent and the subsidiary guarantors (as defined herein) and (ii) substantially all assets of Holdings, ParentCo, the issuers, any intermediate parent and the subsidiary guarantors (other than any Excluded Assets (as defined herein)), which assets will also secure the issuers' and the guarantors' obligations under the First Lien Credit Facilities (as defined herein) on a first lien basis and the Second Lien Term Loan Facility (as defined herein) on a second lien basis, subject to permitted liens. Following consummation of the Acquisition, the notes and the guarantees will be senior secured obligations of the issuers and the guarantors, rank equally in right of payment with all of the issuers' and the guarantors' existing and future senior indebtedness, including the Senior Credit Facilities, be effectively senior to all of the issuers' and the guarantors' existing and future unsecured indebtedness and junior lien indebtedness, including the Second Lien Term Loan Facility, to the extent of the value of the assets securing the notes and the First Lien Credit Facilities, rank pari passu with all of the issuers' and each guarantor's existing and future obligations secured on a first lien basis on the collateral securing the notes, including the First Lien Credit Facilities, and rank senior in right of payment to any indebtedness subordinated to the notes. In addition, following consummation of the Acquisition, the notes and the guarantees will be structurally subordinated to the existing and future indebtedness, claims of holders of preferred stock and other liabilities of any subsidiary of ParentCo that is not a guarantor of the notes.

Investing in the notes involves a high degree of risk. See "Risk Factors" beginning on page 25.

Offering Price for the Notes: % plus accrued interest, if any, from the issue date.

The notes and the guarantees have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other jurisdiction. The notes are being offered and sold to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act ("Rule 144A") and to certain non-U.S. persons in transactions outside the United States in reliance on Regulation S under the Securities Act ("Regulation S"). Prospective purchasers that are qualified institutional buyers are hereby notified that the sellers of the notes may be relying on the exemption from Section 5 of the Securities Act pursuant to Rule 144A. For a description of certain information about eligible offerees and restrictions on transfers of the notes, see "Transfer Restrictions" and "Plan of Distribution."

Currently, there is no public market for the notes. We do not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes in any automated dealer quotation system.

The notes and the guarantees will not be entitled to any registration rights and we will not be required to complete a registered exchange offer or shelf registration of the notes and the guarantees.

The initial purchasers expect to deliver the notes to investors only in book-entry form through the facilities of The Depository Trust Company ("DTC") for the benefit of its participants, including Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme*, on or about , 2024.

Joint Global Coordinators and Joint Book-Running Managers

Morgan Stanley **BofA Securities** **J.P. Morgan** **Wells Fargo Securities**

Joint Book-Running Managers

Truist Securities **SPC Capital Markets LLC** **Barclays** **RBC Capital Markets**

Citigroup **Goldman Sachs & Co. LLC** **KKR**

BNP PARIBAS **Mizuho** **TD Securities** **Apollo Global Securities**

Santander **Jefferies** **UBS Investment Bank** **BMO Capital Markets**

Capital One Securities **Citizens Capital Markets** **Natixis** **Stifel** **R. Seelaus & Co., LLC**

The date of this offering memorandum is , 2024.

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Unless otherwise indicated or the context otherwise requires, the terms "TIH," the "Company," "we," "us" and "our" refer collectively to Truist Insurance Holdings, LLC and its consolidated subsidiaries before the completion of the Acquisition and, upon the completion of the Acquisition, to Holdings and its consolidated subsidiaries. With respect to the discussion of the terms of the notes on the cover page and in the sections entitled "Summary—The Offering," "Description of the Notes" and "Book Entry, Delivery and Form," references to "we," "us" and "our" refer to the Escrow Issuers before the completion of the Escrow Sub Merger and, upon the completion of the Escrow Sub Merger and assumption of the obligations of Escrow Issuer under the notes and the indenture governing the notes by Truist Insurance Holdings, LLC and McGriff Insurance Services, LLC, to Truist Insurance Holdings, LLC, McGriff Insurance Services, LLC and Panther Co-Issuer, Inc. and not any of their respective subsidiaries. References to the "issuer" refer, prior to the Escrow Sub Merger, to the Escrow Issuer, and, from and after the Escrow Sub Merger, to Truist Insurance Holdings, LLC and not any of its subsidiaries. References to the "issuers" refer, prior to the Escrow Sub Merger, to the Escrow Issuers, and, from and after the

Escrow Sub Merger and the completion of the Acquisition, to Truist Insurance Holdings, LLC, McGriff Insurance Services, LLC and Panther Co-Issuer, Inc. and not any of their subsidiaries. In the future, we may decide to market the TIH business under a different name and may change the names of one or more of the entities identified in this offering memorandum as a result.

NOTICE TO INVESTORS

You should rely only on the information contained in this offering memorandum. None of the Escrow Issuers, the issuers, the guarantors or the initial purchasers has authorized anyone to provide you with any information or represent anything about the Escrow Issuers, the issuers, the guarantors, our financial results or this offering that is not contained in this offering memorandum. If given or made, any such other information or representation should not be relied upon as having been authorized by the Escrow Issuers, the issuers, the guarantors or the initial purchasers. None of the Escrow Issuers, the issuers, the guarantors or the initial purchasers is making an offer to sell these notes in any jurisdiction where the offer or sale is not permitted. The information contained in this offering memorandum speaks only as of the date of the document containing such information. Our business, financial condition, liquidity, results of operations and prospects may have changed subsequent to any such date.

It is expected that delivery of the notes will be made against payment therefor on or about the date specified on the cover of this offering memorandum, which is the business day following the date of pricing of the notes (such settlement cycle being referred to as "T+ "). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes prior to the date that is two business days preceding the settlement date will be required, by virtue of the fact that the notes will not initially settle in T+2, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their own advisors. See "Plan of Distribution."

This offering memorandum is highly confidential and has been prepared by us solely for use in connection with the proposed offering of the notes described herein, and solely for use in connection with the offer of the notes to persons reasonably believed to be qualified institutional buyers under Rule 144A and to certain non-U.S. persons outside the United States under Regulation S. This offering memorandum is confidential and personal to each offeree and does not constitute an offer or solicitation of an offer from any other person or the public generally to subscribe for or otherwise acquire the notes. Distribution of this offering memorandum to any person other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorized, and any disclosure of any of its contents, without our prior written consent, is prohibited. Each offeree, by accepting delivery of this offering memorandum, agrees to the foregoing and to make no photocopies of this offering memorandum.

We have provided the information contained in this offering memorandum. The initial purchasers named herein make no representation or warranty, expressed or implied, as to the accuracy or completeness of such information, and nothing contained in this offering memorandum is, or shall be relied upon as, a promise or representation by the initial purchasers. You may not reproduce or distribute this offering memorandum, in whole or in part.

The notes are subject to restrictions on resale and transfer as described under the heading "Transfer Restrictions" in this offering memorandum. By purchasing the notes, you will be deemed to have made the acknowledgments, representations, warranties and agreements as set forth under the heading "Transfer Restrictions" in this offering memorandum. You should understand that you may be required to bear the financial risks of investing in the notes for an indefinite period of time.

This offering memorandum summarizes documents and other information in a manner we believe to be accurate, but we refer you to the actual documents for a more complete understanding of the information we discuss in this offering memorandum. Copies of those documents (excluding certain exhibits thereto) will be made available to you upon request to us or the initial purchasers. In making an investment decision, you must rely on your own examination of such documents, our business and the terms of the offering and the notes, including the merits and risks involved.

By accepting delivery of this offering memorandum, you agree to the foregoing and acknowledge that (i) you have been afforded an opportunity to request and to review all additional information considered by you to be necessary to verify the accuracy of, or to supplement, the information contained in this offering memorandum, (ii) you have not relied on the initial purchasers or any person affiliated with the initial purchasers in connection with the investigation of the accuracy of such information or your investment decision, (iii) this offering memorandum relates to an offering that is exempt from registration under the Securities Act, (iv) no person has been authorized to give information or to make any representations concerning us, this offering or the notes described in this offering memorandum, other than as contained in this offering memorandum and information given by our duly authorized officers and employees in connection with an investor's examination of us and the terms of the offering of the notes and (v) you may not reproduce or distribute this offering memorandum, in whole or in part, and you may not disclose any of the contents of this offering memorandum or use any information herein for any purpose other than considering the purchase of the notes.

We make no representation to you that the notes are a legal investment for you. You should not consider any information in this offering memorandum to be legal, business, tax or other advice. You should consult your own attorney, business advisor and tax advisor for legal, business, tax or other advice regarding an investment in the notes. Neither the delivery of this offering memorandum nor any sale made pursuant to this offering memorandum implies that any information set forth in this offering memorandum is correct as of any date after the date of this offering memorandum.

Each prospective purchaser of the notes must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the notes and must obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and neither we nor the initial purchasers shall have any responsibility therefor. We and the initial purchasers are not responsible for your compliance with these legal requirements. We are not making any representation to you regarding the legality of your investment in the notes under any legal investment or similar law or regulation.

We do not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes in any automated dealer quotation system. The notes will initially be available in book-entry form only. We expect that the notes will be issued in the form of one or more registered global notes. The global notes will be deposited with the registrar, as custodian for DTC as depositary, and registered in the name of Cede & Co. or another nominee of such depositary. Beneficial interests in the global notes will be shown on, and transfers of beneficial interests in the global notes will be effected only through, records maintained by DTC and its participants. After the initial issuance of the global notes, certificated notes will be issued in exchange for global notes only in the limited circumstances set forth in the applicable indenture that will govern the notes. See "Book Entry, Delivery and Form."

You should contact the initial purchasers with any questions about this offering or if you require additional information to verify the information contained in this offering memorandum.

We reserve the right to withdraw this offering of the notes at any time. We and the initial purchasers also reserve the right to reject any offer to purchase the notes in whole or in part for any reason and to allot to any prospective investor less than the full amount of notes sought by such investor.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THERE ARE NO REGISTRATION RIGHTS ASSOCIATED WITH THE NOTES OR THE GUARANTEES.

The distribution of this offering memorandum and the offering and sale of the notes in certain jurisdictions may be restricted by law. We and the initial purchasers require persons in whose possession this offering memorandum comes to inform themselves about and to observe any such restrictions. This offering memorandum does not constitute an offer of, or an invitation to purchase, any of the notes in any jurisdiction in which such offer or invitation would be unlawful.

NO REVIEW BY THE SEC; NO REGISTRATION RIGHTS

This offering memorandum, as well as any other documents in connection with this offering, will not be reviewed by the Securities and Exchange Commission (the “SEC”). There are no registration rights associated with the notes or the guarantees and we have no present intention to offer to exchange the notes and the guarantees for notes and guarantees registered under the Securities Act or to file a registration statement with respect to the notes. The indenture that will govern the notes will not be qualified under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). This offering memorandum does not contain pro forma financial statements which would be required by Article 11 of Regulation S-X if this offering was being made pursuant to a registration statement filed with the SEC. The Acquisition will be accounted for using the purchase method of accounting for business combinations. Under this method of accounting, the aggregate transaction consideration will be allocated to the business’ assets acquired and liabilities assumed based upon their estimated fair values at the date of completion of the Acquisition. These adjustments are not presented in this offering memorandum but may be significant.

NON-GAAP FINANCIAL MEASURES

In addition to financial information presented in accordance with United States generally accepted accounting principles (“GAAP”), such as total revenues and net income, we use EBITDA, Excluding Discontinued Operations, Adjusted EBITDA, Pro Forma Adjusted EBITDA, Pro Forma Adjusted Revenue and Free Cash Flow (each of which is a non-GAAP financial measure) in our evaluation of past performance and prospects for the future.

- *EBITDA, Excluding Discontinued Operations* is defined as net income adjusted for interest, taxes, depreciation and amortization and certain discontinued operations.

- *Adjusted EBITDA* is defined as EBITDA, Excluding Discontinued Operations as further adjusted for effects of impairment loss on goodwill, acquisitions, interest income on fiduciary cash, stock-based compensation, transaction and restructuring expenses, producer loan amortization, non-operating income/expense, accrual for performance-based contingent earnout obligations, one-time separation costs and standalone audit adjustments.

- *Pro Forma Adjusted EBITDA* is defined as Adjusted EBITDA as further adjusted for new producer excess compensation, standalone company costs, expense reduction initiatives and the other adjustments set forth in “Summary—Summary Historical Consolidated Financial Information.”

- *Pro Forma Adjusted EBITDA Margin* is defined as the ratio of Pro Forma Adjusted EBITDA to Pro Forma Adjusted Revenue.

- *Free Cash Flow* is defined as Pro Forma Adjusted EBITDA less certain buy-side adjustments, identified cost savings and capital expenditures.

- *Organic Revenue* is defined as commissions and fees (excluding contingent commissions) as further adjusted to exclude commissions and fees from acquired and divested businesses in the 12 months following the acquisition or divestiture of such business.

- *Pro Forma Adjusted Revenue* is defined as revenue as adjusted for certain discontinued operations, the effect of acquisitions and other adjustments set forth in “Summary—Summary Historical Consolidated Financial Information.”

Our non-GAAP financial measures should be considered in addition to, and not as a substitute for, or superior to, financial measures calculated in accordance with GAAP. They are not measurements of our financial performance under GAAP and should not be considered as alternatives to net income (loss) or revenue, as applicable, or any other performance measures derived in accordance with GAAP and may not be comparable to other similarly titled measures of other businesses. These non-GAAP financial measures have limitations as analytical tools and you should not consider them in isolation or as a substitute for analysis of our operating results as reported under GAAP and they include adjustments for items that may occur in future periods. However, we believe these adjustments are appropriate because the amounts recognized can vary significantly from period to period, do not directly relate to the ongoing operations of our business and complicate comparisons of our internal operating results and operating results of other peer companies over time.

We believe that our presentation of these non-GAAP financial measures provides useful supplemental information to investors and management regarding our financial condition and results of operations. For a more detailed discussion, see "Summary—Summary Historical Consolidated Financial Information."

INDUSTRY AND MARKET DATA

The market data and other statistical information used throughout this offering memorandum are based on independent industry publications, government publications, reports by market research firms and other published independent sources. Some data is also based on our good faith estimates, which are derived from our review of internal surveys and independent sources. Although we believe these sources are reliable, we have not independently verified the information, nor have we ascertained the underlying economic assumptions relied upon therein. In addition, while we believe that the industry information included herein is generally reliable, such information is inherently imprecise. While we are not aware of any misstatements regarding the industry data presented herein, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the captions "Special Note Regarding Forward-Looking Statements" and "Risk Factors" in this offering memorandum.

TRADEMARKS AND COPYRIGHTS

We own or have rights to trademarks or trade names that we use in connection with the operation of our business. All service marks, trademarks and trade names referred to in this offering memorandum are the property of their respective owners. Solely for convenience, our trademarks referred to in this offering memorandum may appear without the ® symbol, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This offering memorandum contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. All statements included in this offering memorandum, other than statements that are purely historical, are forward-looking statements. Words such as "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," "will," "should," "would," "could," "may" and similar expressions also identify forward-looking statements. The forward-looking statements include, without limitation, statements regarding our future operations, financial condition and prospects, operating results, revenues and earnings liquidity, our estimated income tax rate, unrecognized tax positions, amortization expenses, impact of recent accounting pronouncements, our cost management program, our acquisition strategy and growth plans, expectations regarding our recent acquisitions and the reasonableness of the carrying value related to specific financial assets and liabilities.

Our expectations, beliefs, objectives, intentions and strategies regarding future results are not guarantees of future performance and are subject to risks and uncertainties that could cause actual results to differ materially from results contemplated by our forward-looking statements. These risks and uncertainties include, but are not limited to:

- changes in current U.S. or global economic conditions;
- occurrence of natural or man-made disasters;
- significant or sustained inflation;
- our ability to operate in a highly competitive industry;
- the variability in our commissions;

- decreases in contingent and supplemental revenues we receive from insurance or reinsurance carriers;
- our reliance on insurance companies' capacity to underwrite risk and provide coverage;
- our ability to grow revenues organically or sustain our recent growth in future periods;
- risks associated with our growth strategy;
- risks associated with our reliance on our relationships with our retailers, insurance carriers, clients, trading partners and other third parties;
- changes to or termination of our managing general agent ("MGA") programs;
- our ability to collect our receivables;
- our ability to maintain, protect and enhance our brand and our relationships with our retailers, insurance carriers, clients, trading partners and other third parties;
- risks related to employee hiring and retention;
- interruptions to or losses of our information processing systems, security or data privacy breaches or cybersecurity attacks;
- our ability to anticipate, develop and adapt to new technology;
- regulatory action affecting insurance carriers;
- risks associated with error and omissions ("E&O") claims and the outcomes of actual and potential claims, lawsuits and proceedings;
- our substantial indebtedness and ability to incur substantially more debt;
- our exposure to the financial risks associated with interest rate fluctuations on our variable rate debt;
- our ability to generate sufficient cash to service our debt, including the notes offered hereby;
- the covenants in our debt agreements, which may restrict our ability to pursue our business strategies;
- our ability to comply with the agreements relating to our outstanding indebtedness;
- changes in accounting standards, rules and interpretations or inaccurate estimates or assumptions in the application of accounting policies and the impact on our financial statements;
- our ability to realize any or all of our estimated cost savings;
- potential conflicts of interests between us, the Sponsors and holders of the notes; and
- the other factors discussed under the caption "Risk Factors" in this offering memorandum.

We urge you to carefully consider risks and uncertainties and review the additional disclosures we make concerning risks and uncertainties that may materially affect the outcome of our forward-looking statements and our future business and operating results, as such risk factors may be amended, supplemented, or superseded from time to time. We assume no obligation to update any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by applicable law. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this offering memorandum.

SUMMARY

The following summary highlights certain information contained elsewhere in this offering memorandum, and is qualified in its entirety by the more detailed information and historical financial statements and related notes contained elsewhere in this offering memorandum. Because this is a summary, it is not complete and may not contain all of the information that may be important to you in making a decision to invest in the notes. Before making an investment decision, you should carefully read the entire offering memorandum, including the information presented under "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and related notes and other information in this offering memorandum.

Our Company

We are one of the leading insurance brokers in the United States and provide a broad array of insurance products and services (including property and casualty ("P&C"), employee benefits, life and title insurance) through our diversified distribution channels (retail brokerage ("Retail"), wholesale brokerage ("Wholesale"), specialty programs ("Specialty Programs") and title ("Title")). Founded in 1922, we are the fifth largest insurance broker in the United States by 2022 brokerage revenue and have strong market positions across the insurance distribution chain. Our business is highly diversified across producers, clients, carriers and geographies, and we serve corporations, small and medium-sized enterprises, and individuals through nearly 10,000 talented employees. We have also demonstrated a robust growth trajectory throughout our history with approximately 5% average annual organic revenue growth over the last 10 years and approximately 8% average annual organic revenue growth over the last three and five years. In 2023, we placed over $50 billion of premiums, resulting in total revenue of $3,467 million, net income of $210 million, Pro Forma Adjusted EBITDA of $1,178 million and a Pro Forma Adjusted EBITDA margin of 34.1%.

Our operations are comprised of robust capabilities across our Retail brokerage, Wholesale brokerage, Specialty Programs and Title businesses. Through our businesses we deliver end-to-end coverage across the insurance distribution chain, making us well positioned to serve our clients. We have an insurance distribution business model and do not retain any underwriting risk on our balance sheet. Each of our business units is described in further detail below.

Retail Brokerage (36% of Pro Forma Adjusted Revenue in 2023)

Through our Retail brokerage business, we maintain primary relationships with clients who seek to purchase insurance. We serve a wide range of clients, including large multinational corporations, small- and medium-sized enterprises and individual consumers. We assist our clients by placing diverse insurance coverages through our network of admitted carriers as well as through wholesalers, MGAs and managing general underwriters ("MGUs") for complex and specialized insurance risks. MGAs and MGUs perform similar roles, generally known in the insurance industry and will hereinafter be collectively referred to as "MGA".

Our Retail brokerage operations are organized under the McGriff Insurance brand. McGriff Insurance is a leading retail agency with an operating history spanning over 100 years. Through McGriff Insurance, we have a scaled business that operates in all 50 states with over 3,500 employees, over 90 offices and a sizeable presence in the mid-Atlantic and Southeast regions of the United States. We believe that our network of approximately 700 producers provides the basis for deep, embedded local relationships and "trusted advisor" status with our clients.

McGriff Insurance's brokerage services encompass commercial lines, employee benefits and personal lines. Commercial lines represented 71% of McGriff Insurance's Pro Forma Adjusted Revenue in 2023. Commercial lines are offered nationally with a focus on upper middle market and large clients, and feature strong specialty practices in aviation, construction, energy & marine, executive risk, private equity, real estate & hospitality, surety, transportation and senior living. Employee benefits represented 22% of McGriff Insurance's Pro Forma Adjusted Revenue in 2023. McGriff Insurance offers a full suite of employee benefits consulting and brokerage capabilities, serving over 10,000 clients nationally. Personal lines represented 7% of McGriff Insurance's Pro Forma Adjusted Revenue in 2023. McGriff Insurance's personal line offerings provide insurance and financial planning solutions to mass-affluent and high net worth individuals nationally.

Our Retail brokerage business placed approximately $13 billion of premiums in 2023, resulting in $1,217 million, or 36%, of Pro Forma Adjusted Revenue in 2023 and an 8% Pro Forma Adjusted Revenue compound annual growth rate ("CAGR") from 2021 to 2023. Organic revenue growth in our Retail brokerage business was approximately 9% in 2023, reflecting strong underlying drivers, which include approximately 94% revenue retention, approximately 88% producer retention and 78 gross producer hires in 2023.

Wholesale Brokerage (46% of Pro Forma Adjusted Revenue in 2023)

We are a leading distributor of specialty insurance products and services through our Wholesale brokerage business. Our extensive knowledge of the specialty insurance market allows us to act as an intermediary on behalf of retail producers, assisting in the delivery of cost-effective coverage solutions for complex, specialized risks. With 4,400 employees as of December 31, 2023, our Wholesale brokerage business has extensive expertise across a wide range of industries to facilitate placement of P&C coverages, as well as life, retirement and benefits products. In 2023, our Wholesale brokerage business placed over $36 billion of premiums and generated $1,568 million, or 46%, of Pro Forma Adjusted Revenue during 2023, which resulted in a 9% Pro Forma Adjusted Revenue CAGR from 2021 to 2023.

Our Wholesale brokerage business is structured into two divisions: CRC Commercial Solutions ("CRC") and Life, Retirement & Benefit Solutions ("LRB"). CRC represented 78% of our Wholesale brokerage Pro Forma Adjusted Revenue in 2023, and LRB represented the remaining 22% of Pro Forma Adjusted Revenue.

Through CRC, we are the third largest P&C wholesale broker in the United States by 2022 premium volume, placing approximately $13 billion of premiums in 2023. CRC is a leading provider of specialty brokerage services across property, casualty and professional lines of business. Through our affiliated CRC Binding and Tapco brands, we also offer direct access to open-brokerage capabilities, in-house binding facilities and MGA facilities for numerous commercial insurance classes and lines of coverage. CRC had an 11% revenue CAGR from 2021 to 2023.

CRC maintains extensive relationships with retail producers and insurance carriers through a national network of 750 producers sitting across nearly 100 offices. Our size, scale and strong relationships within the insurance marketplace enhance our ability to provide customers with comprehensive access to these markets. We also leverage our product expertise, relationships with carriers and proprietary data to structure new insurance programs and products to respond to opportunities in the marketplace. Via our Insurisk brand, we leverage data collected from CRC's business to provide 15 exclusive products to CRC producers. We also maintain a proprietary data and analytics platform called REDY that harnesses millions of data points on wholesale products, spanning dozens of coverages and thousands of industries, to deliver valuable and actional intelligence to our producers and provide a distinct competitive advantage in the marketplace.

LRB is comprised of two leading brands in the life, retirement and benefits space. Crump is a leading third-party distributor and service provider of life insurance retirement products in the United States, while BenefitMall is a leading wholesale employee benefits platform.

Specialty Programs (15% of Pro Forma Adjusted Revenue in 2023)

We operate a variety of specialty insurance programs wherein insurance carriers have authorized us to perform certain functions on their behalf – including underwriting, pricing, and binding – for designated risks. Our authority to perform these functions is usually subject to underwriting guidelines, policy limits and pricing parameters that are developed jointly with our carrier partners and are specific to each program.

When our subsidiaries and programs serve as an MGA, we generally act as an intermediary between retail and wholesale brokers who request insurance coverages and carriers who provide balance sheet capacity. If we are able to bind coverages, we issue policies on behalf of the insurance carriers we represent. Because we operate on behalf of the insurance carriers, our programs do not take underwriting risk for the policies we bind.

Our Specialty Programs business is one of the largest MGA platforms in the United States by 2022 premium volume with $5.4 billion of premiums written in 2023 spread across more than 40 programs. We have a highly diversified business mix comprised of 46% property, 10% construction, 10% transportation, 9% reinsurance, 9% professional lines, 6% marine and energy, 4% real estate and 6% other lines for 2023 premiums. In 2023, our Specialty Programs business generated $505 million, or 15%, of Pro Forma Adjusted Revenue. Our Specialty Programs business had an approximate 8% Pro Forma Adjusted Revenue CAGR from 2021 to 2023, excluding the recently acquired Wellington Risk Insurance Agency ("Wellington") (which is housed within AmRisc). As of December 31, 2023, over 760 employees were part of the Specialty Programs business.

Our Specialty Programs division operates through two divisions: AmRisc and Starwind. During 2023, AmRisc generated $262 million of Pro Forma Adjusted Revenue, of which $27 million was contributed by Wellington (which is housed within AmRisc), and Starwind generated $216 million of Pro Forma Adjusted Revenue.

AmRisc is one of the largest property catastrophe MGAs in the United States with $2.6 billion of total premiums written during 2023. Of these premiums, approximately $2.3 billion are allocated to commercial lines. Commercial lines are offered by AmRisc and its related brands, which include Chronos Retail, Waypoint Wholesale, and AmRisc Online. The remaining $264 million of AmRisc's premiums are allocated to admitted personal lines, which are offered under the Wellington brand. Wellington was acquired by AmRisc in 2021 and is focused on providing coverages for the Texas homeowners' market. AmRisc has a strong track record of underwriting profitability and, together with Wellington, employed over 140 specialist underwriters as of December 31, 2023. AmRisc posted a 7% CAGR for commissions and fees between 2021 and 2023, excluding Wellington.

Starwind is a leading casualty-focused specialty program manager focused on underwriting and distributing complex insurance solutions through dozens of specialized MGAs. Starwind provides specialty products across multiple industries with a full suite of services comprising underwriting, distribution and claims management. As of December 31, 2023, over 30 insurance brands were managed by Starwind, including Prime Specialty and Venture Underwriters for contractor general liability and excess liability, Continental Underwriters for tailored marine, inland marine, excess liability and cargo, Norman-Spencer for real estate professional and wholesale brokerage, Aspen Insurance for personal auto and personal property, Allstar Transportation Specialists for E&S trucking, Coastal Insurance Underwriters for homeowners and condominium associations as well as golf and country clubs, and Allstar Underwriters for commercial auto, homeowners and commercial property. Starwind posted a 12% Pro Forma Adjusted Revenue CAGR between 2021 and 2023.

Title (3% of Pro Forma Adjusted Revenue in 2023)

Our Title business operates through Kensington Vanguard National Land Services, an independent commercial title agency in the United States. Kensington Vanguard National Land Services serves as an agent to the nation's largest title insurance underwriters, providing commercial and residential title insurance as well as other related services. In 2023, our Title business generated $92 million of Pro Forma Adjusted Revenue, or 3%, of Pro Forma Adjusted Revenue.

Our Industry

We operate our business within the U.S. insurance brokerage industry. We primarily compete for business on the basis of reputation, relationships, client service, expertise, product offerings, and the ability to tailor our products and risk management services to meet the needs of clients. Through our Retail brokerage business, we compete with a number of insurance brokerage firms that focus on delivering services to Fortune 1000 and medium-sized companies, including large publicly traded brokers (such as Marsh & McLennan Companies, Inc., Aon plc, Willis Towers Watson Public Limited Company, Arthur J. Gallagher & Co. and Brown & Brown, Inc.), large privately held brokerage businesses and other small locally-owned agencies. Through our Wholesale brokerage business, we compete with a number of other wholesale brokerage firms such as Ryan Specialty Holdings, Inc. (publicly traded), Amwins Group, Inc. (privately held) and others, as well as retail brokerage firms that distribute products similar to the types of products we distribute and insurance carriers that distribute these products directly through retail producers. Through our Specialty Programs business, we compete with a variety of sources for standard and specialized insurance products with similar coverages. In many cases, our competitors are MGAs, wholesale brokerage firms and insurance carriers.

P&C Insurance Brokerage Market

P&C insurance in the United States is sold by two types of insurance carriers: those that are state licensed ("admitted") and those that operate beyond state licensing ("non-admitted"). Admitted carriers typically sell standard insurance products for which insurance rates and risk coverages are relatively uniform and must comply with applicable laws and, in certain states, regulatory approval. Non-admitted carriers typically engage in the excess and surplus ("E&S") lines market, taking on relatively specialized and complex risks that do not fit the underwriting criteria of standard insurance products.

Through the scope of our business activities as an insurance broker, we provide products and services to both the admitted and non-admitted insurance markets. Insurance brokers act as intermediaries between insureds and insurance carriers. Retail producers place P&C insurance coverages on behalf of businesses, public institutions and individual clients, negotiating with carriers for competitive rates and policy terms. Retail producers are typically compensated through commissions paid by carriers on the premium that is placed; however, they can also be paid on a fee basis for their insurance placement and other risk consultation services. Wholesale insurance brokers act as intermediaries between insurance carriers and retail producers by assisting retail producers in placing business that is outside of their core expertise or ability to place directly. Wholesale insurance brokers often provide retail insurance brokers with specialty and E&S insurance products. Wholesale brokers are typically compensated by commissions paid by the insurance carrier, although they can also receive fees in addition to commissions for placing certain insurance policies. In some cases, brokers can act as an MGA for insurance carriers. An MGA generally has authority to bind coverage on behalf of an insurance carrier for a specific type of risk, subject to agreed-upon guidelines and limits. An MGA generally does not assume underwriting risk for the products that it distributes.

Historically, despite economic ebbs and flows, the P&C insurance sector has demonstrated resilient and stable growth. Total U.S. P&C direct written premiums increased each year between 1996 and 2023 (except during the 2008 global financial crisis), resulting in a 4.4% CAGR from 1996 to 2022. P&C premium growth tends to be less volatile than changes in insurance rates, which can fluctuate during soft and hard markets. During periods of declining premium rates (known as soft markets), insureds tend to increase limits on coverages, purchase new coverages and reduce deductibles. Conversely, during periods of increasing premium rates (known as hard markets), insureds typically lower coverages and maintain higher deductibles. Combined with overall economic growth, these dynamics have led to stable growth in P&C premiums over time.

The P&C insurance brokerage market has seen a large amount of consolidation activity over the last decade as the industry shifts from a high degree of fragmentation to one where scaled, national platforms command a growing share of the market. However, despite substantial consolidation, more than 40,000 independent brokerage agencies were operating in the United States in 2022, an increase from 36,000 in 2020. We believe that this provides a stable basis for ongoing M&A activity in the sector.

Employee Benefits Market

Employee benefits brokers and consultants primarily cater to companies and their employees by offering a suite of health-related insurance products, including medical, life and disability coverages, as well as overseeing retirement and asset management programs. These experts act both as intermediaries and strategic planners, offering guidance on structuring benefit plans. As all-in-one solution providers, they enable middle-market businesses to outsource the complexities of benefits planning, oversight and administration, thus allowing these businesses to bypass the need for extensive internal infrastructure or significant investments in technology.

Demand for employee benefits offerings is largely driven by overall employment levels. The primary driver of pricing for these products and services is healthcare spending. The design and execution of employee benefit strategies have become increasingly nuanced, especially against the backdrop of ongoing healthcare inflation and increased regulatory complexity. This evolving landscape underscores the growing relevance of adept benefits brokers with strong service offerings and expertise.

Our Strengths

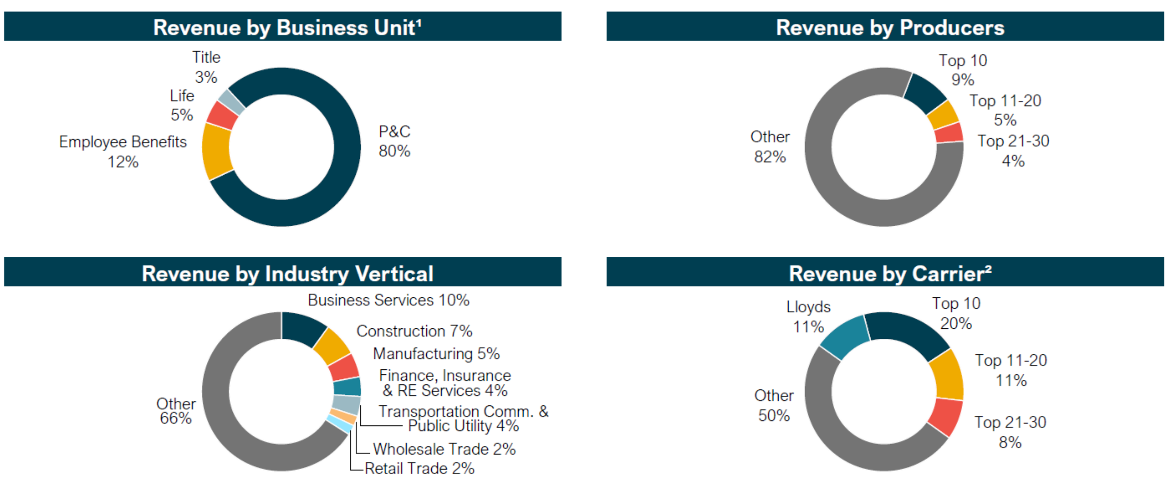
Scaled Platform with Market Leading Positions Across the Insurance Distribution Chain

We are the fifth largest insurance broker in the United States by 2022 brokerage revenue with over $50 billion in premium volume and approximately $3.5 billion of revenue in 2023. We believe that our reputation, built through more than 100 years of operating history, as well as our size and scale grant us a distinct advantage in the marketplace, enabling us to better assist our clients while deepening our engagement with insurance carriers. As we continue to pursue our goals of increasing both our market share with clients and the depth of our relationships with insurance carriers, we expect to further enhance our value proposition by providing heightened access to both constituents. We believe we provide such enhanced access through a network of more than 2,000 producers and over 450 underwriters based in over 200 locations across the United States as of December 31, 2023. We also maintain over 40,000 wholesale agent relationships as of December 31, 2023.

We have robust capabilities across the insurance distribution chain, which we believe make us well positioned to better serve our clients while capturing a greater proportion of commission revenues. Our key brands include McGriff Insurance (a top 15 retail broker by 2022 brokerage revenue), CRC (a top 3 P&C wholesale broker by 2022 premium volume), AmRisc (a leading property catastrophe MGA), Starwind (a leading program manager), Crump (a leading life wholesaler), BenefitMall (a leading employee benefits wholesaler) and Kensington Vanguard (an independent commercial title agency). Through these brands, we are the fifth largest broker in the United States by 2022 brokerage revenue, the largest multiline wholesale broker in the United States by 2022 premium volume and one of the largest MGA programs in the United States by 2022 premium volume.

Highly Diversified Business Model

Our revenue base is highly diversified across distribution channels, lines of business, geographies, clients, end markets, producers and carriers, among other factors. Our diversification ensures limited reliance on any particular product, distribution channel, customer, or market, reducing our exposure to any adverse industry developments and macroeconomic factors and thereby mitigating volatility in our overall financial performance. In addition, the breadth of our offerings provides us with various avenues through which we can identify gaps in the market and develop specialized products to capture unmet demand.

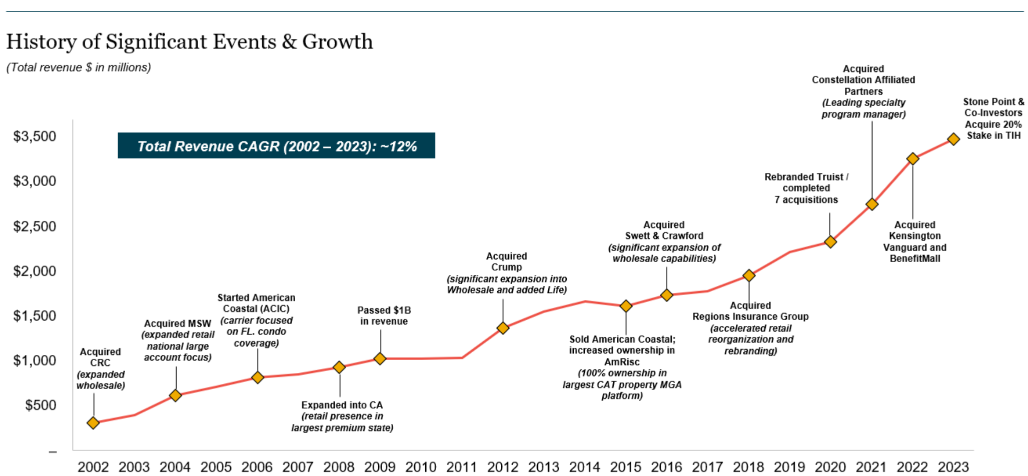


1) P&C represents CRC, Specialty Programs and McGriff Insurance (excluding employee benefits). Employee benefits represents McGriff Insurance's employee benefits business and BenefitMall. Life represents Crump. Title represents Kensington Vanguard.
2) Top 30 rankings exclude Lloyd's market.

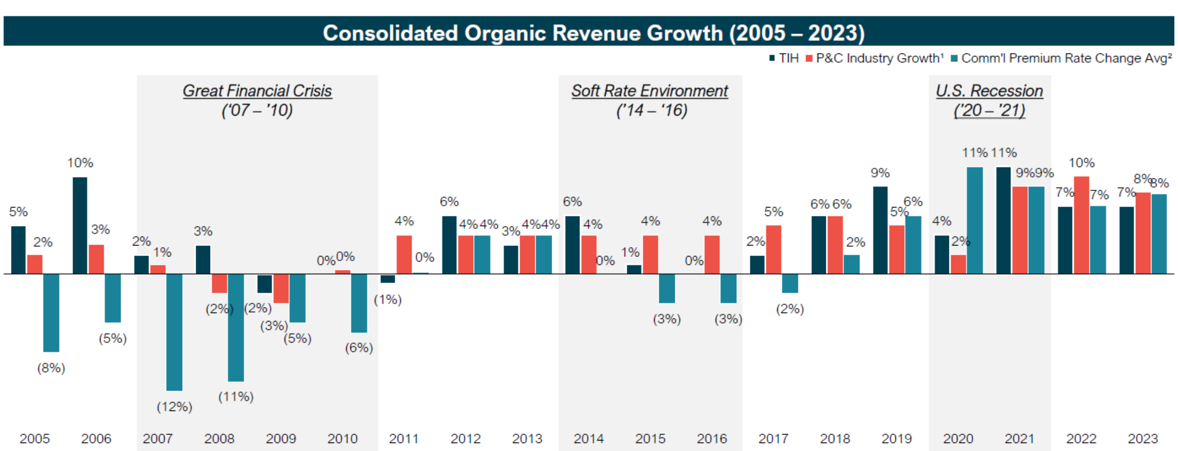
Given the diversification of our business model, we are well positioned to channel premiums across several distribution channels in situations that would benefit our clients. Ultimately, this enables us to better serve our clients by providing enhanced coverage and placement for their risks while also allowing us to capture a greater proportion of economics from the value chain. In 2023, McGriff Insurance placed approximately $1 billion of premiums into CRC, 8% of CRC's total premium. In the same year, McGriff Insurance placed approximately $54 million of premiums into Starwind, 2% of Starwind's total premium. Similarly, CRC placed approximately $580 million of premiums with AmRisc, 23% of Amrisc's total premium, and approximately $280 million of premiums with Starwind, 9% of Starwind's total premium.

Long-Term Track Record of Growth with Continued Secular Tailwinds

We have a long-term track record of consistent growth. Over the last 19 years, we have demonstrated a robust growth trajectory with a 9.5% total revenue CAGR and 4.2% average annual organic growth.

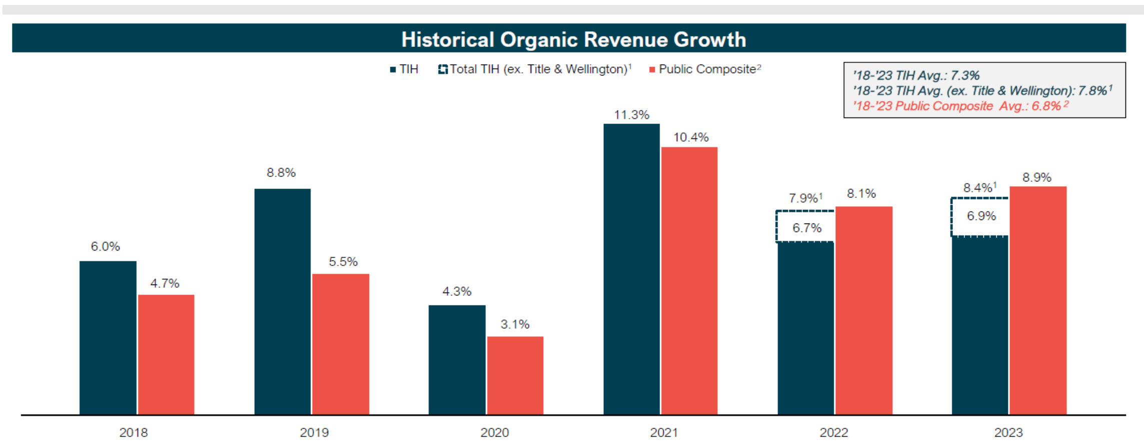


We have a demonstrated track record of growing organically across P&C and economic market cycles. Our average organic revenue growth was 8%, 8% and 5% over the last 3, 5 and 10 years, respectively. We benefit from the non-discretionary nature of insurance coverage and employee benefits, which we believe creates relatively stable, consistent demand for our offerings across P&C and economic market cycles. We also believe we benefit from distinct advantages in the marketplace driven by our longstanding reputation, scale, depth of relationships, client service, expertise, and product offerings.



1) Based on P&C direct premiums written.
2) Based on annual average commercial P&C rate changes.

We believe that our organic revenue growth compares favorably to large, publicly traded insurance brokers with whom we compete (such as Marsh & McLennan Companies, Inc., Aon plc, Willis Towers Watson Public Limited Company, Arthur J. Gallagher & Co. and Brown & Brown, Inc.). Since 2018, we have generated higher annual organic revenue growth compared to the median of large, publicly traded peer brokerage segments. Our average annual organic revenue growth between 2018 and 2023 was 7.3%, including our Title and Wellington businesses, and 7.8% excluding these businesses. This compares favorably to a public peer composite average of 6.8%. We believe that our outperformance is driven by our diversified business model and strong growth across our wholesale P&C and MGA businesses.



1) Represents TIH organic revenue growth excluding the Title and Wellington businesses.
2) Represents the median organic revenue growth for the brokerage segments of Marsh & McLennan Companies, Inc., Aon plc, Willis Towers Watson Public Limited Company, Arthur J. Gallagher & Co. and Brown & Brown, Inc. per public filings.

We believe that a combination of secular tailwinds, in addition to our identified growth initiatives, will help to sustain our strong organic growth trajectory.

Market Share Growth for E&S Lines and MGAs. Insurance risks are becoming increasingly complex and specialized given the impacts of globalization and technological change, among other factors. As a result, E&S lines are becoming more prevalent in the United States, resulting in higher market share. In 2022, $98 billion of direct premiums written were in E&S lines, representing 11% of P&C premiums in the United States. This is nearly double the $45 billion of E&S direct written premiums in 2017, which comprised 7% of P&C premiums at the time. Similarly, utilization of MGAs is increasing as a means of efficiently underwriting and placing complex risks. Direct written premiums channeled through MGAs in the United States grew from $43 billion in 2017 to $86 billion in 2022, reflecting a growth in market share from 7% to 10% of total P&C premiums. We believe these trends have generated a sustained tailwind for our organic growth given the weighting of our product mix and distribution channels.

P&C Pricing Environment. The P&C sector is currently characterized by a hard market with a general upward trend in pricing. The average premium rate change for commercial P&C products was 10.6% in 2020, 9.0% in 2021, 7.5% in 2022 and 8.4% in 2023. We believe uplifts in pricing for the coverages we sell generate favorable impacts on our organic growth.

Broker Commission Rates. Broker commission rates have gradually increased over time and have demonstrated resilience amid the current hard market environment, reflecting the strong value proposition delivered by brokerage firms to clients and carriers. Direct commission rates for commercial P&C lines were 13.3% in 2019, 13.2% in 2020, 13.4% in 2021 and 13.6% in 2022, which compared favorably to 12.1% in 2011. We believe higher brokerage commission rates create a tailwind for our organic growth.

In addition to strong organic growth, our growth has also been propelled historically by acquiring and developing key capabilities that have enhanced the scale of our platform and the depth and breadth of our offerings.

Strong Financial Performance and Recurring Free Cash Flow Generation

We have a sustained track record of delivering strong growth in total revenue and Pro Forma Adjusted EBITDA. Our Pro Forma Adjusted EBITDA margin was 34.1% in 2023. Combined with limited capital expenditures, working capital requirements and cash tax obligations, we believe we are able to generate highly visible cash flows that can be used to drive organic growth, fund highly accretive acquisitions and repay debt. Our Free Cash Flow as a percentage of Pro Forma Adjusted EBITDA was 97.5% in 2021, 98.1% in 2022 and 91.3% in 2023.

Seasoned, Aligned Management Team

We have a high-quality management team led by John Howard (Chairman and CEO) and Dave Obenauer (Vice Chairman and President), supported by a deep bench of industry veterans averaging more than 25 years of experience. In addition, we expect to benefit from the significant knowledge and experience of our Sponsors. We are committed to maintaining strong alignment throughout our organization by providing meaningful equity ownership across the management team and our top 1,500 producers and employees.

Our Strategies

Continued Execution of Organic Growth Initiatives

We are highly focused on driving organic growth across our business. Key components of our organic growth strategy include: (1) enhanced cross-sell to existing clients across all of our operations, (2) development of new programs and products given opportunities in the marketplace, and (3) producer recruitment and retention.

We have a long and successful track record of attracting and retaining producer talent. Since January 2019, we have hired over 360 producers at McGriff Insurance and over 270 brokers at CRC. The McGriff Insurance producer hires generated $103 million of revenue in 2023, representing approximately 9% of McGriff Insurance’s total commissions and fees during 2023. The CRC broker hires generated $128 million of revenue in 2023, representing 10.7% of CRC’s total commissions and fees during 2023. Producer recruiting activity remained strong in 2023 following Stone Point’s minority investment and implementation of the new TIH equity incentive plan. Voluntary producer attrition has improved as well since the initial equity investment by Stone Point. We believe we have a significant opportunity to accelerate producer recruiting by leveraging our new equity incentive plan and additional investment in recruiting personnel and programs.

Disciplined Acquisition Strategy

We believe that we can enhance the strength and diversification of our platform by acquiring new capabilities and entering new regional markets. As such, we engage in discussions with potential acquisition targets on an ongoing basis. To successfully execute our acquisition strategy, we have developed a disciplined approach to evaluating and integrating acquisitions. An acquisition candidate must meet a number of financial and non-financial criteria to be considered a viable candidate. We target acquisitions that we believe will add to the strength of our platform while having the potential to generate strong financial performance in the future.

Foster an Equity Culture

We instituted a new equity incentive plan and a co-investment program in conjunction with Stone Point’s initial equity investment in April 2023. Both programs have served to enhance alignment across our organization and drive higher producer retention and recruitment. As of December 31, 2023, over 1,500 of our employees and producers participate in our equity incentive plan and approximately 90 key leaders and producers have invested meaningful equity amounts alongside Stone Point through our co-investment program. In connection with the Transactions, we expect to implement an expanded equity incentive plan and co-investment program to drive further alignment and equity ownership across the producer base. Management will also be rolling a significant portion of their proceeds as part of the Rollover.

Enhance Operational Efficiency and Profitability

We have a track record of managing operating expenses effectively and driving continuous margin improvement over time. In 2023, we initiated a series of expense and efficiency initiatives to streamline our operations and increase operating leverage without impacting revenue. As of December 31, 2023, we have identified $96 million of expense reductions. Of this amount, $61 million of reductions have been actioned in 2023 (or are scheduled to be actioned in the first quarter of 2024) and $7 million have been realized in 2023. Key cost saving categories include: (1) targeted reductions in force of duplicative leadership and unprofitable producers across all business units, (2) rationalization of real estate footprint and consolidation of overlapping offices, (3) tightened oversight of travel and entertainment spend, and (4) third party vendor contract optimization. Viewing the $96 million of expected expense reductions holistically, 53% relates to organizational restructuring, 21% relates to additional outsourcing, 3% relates to real estate rationalization and 23% relates to other initiatives. Additionally, we have identified an incremental $28 million of potential expense reductions, which we expect to action in 2024, including $20 million in possible savings from outsourcing or offshoring non-client facing functions, $3 million of expected additional real estate rationalization savings and approximately $5 million of potential information technology savings. We believe there is a significant opportunity to improve profitability and drive efficiencies as a standalone entity that does not operate as a subsidiary of a bank.

The Transactions

Acquisition of TIH

On February 20, 2024, TIH entered into the Acquisition Agreement with Truist, the Buyer Entities and the other parties thereto providing for the acquisition of TIH by an investor group led by affiliates of the Sponsors for a purchase price that implies an enterprise value for TIH of $15.5 billion, subject to the terms and conditions set forth therein.

Consummation of the Acquisition is subject to customary closing conditions, including (i) the receipt of applicable regulatory approvals and the expiration or termination of applicable waiting periods, (ii) the absence of any injunction or other order issued by a court of competent jurisdiction prohibiting the consummation of the Acquisition or any law, code, rule or regulation of any governmental authority of competent jurisdiction preventing or making illegal the consummation of the Acquisition, (iii) no Material Adverse Effect (as defined in the Acquisition Agreement) having occurred since the date of the Acquisition Agreement and (iv) other customary closing conditions.

The Acquisition Agreement contains certain termination rights for each of Truist and the Buyer Entities, including the right of each party to terminate the Acquisition Agreement if the Acquisition has not been consummated by August 20, 2024 (subject to automatic extension until November 20, 2024, in the event that on August 20, 2024 all conditions have been satisfied other than certain regulatory conditions).

Truist and the Buyer Entities have agreed to enter into related agreements ancillary to the Acquisition that will become effective upon the consummation of the Acquisition, including (i) a customary transition services agreement, (ii) a relationship marketing agreement pursuant to which Truist and TIH will agree to provide co-marketing materials and, as may be needed, business services, to the other party's clients, (iii) one or more agreements pursuant to which TIH will continue to serve as Truist Financial Corporation's ("TFC") broker of record for the property and casualty insurance coverage for TFC, and (iv) one or more agreements pursuant to which TIH will continue to serve as the provider of employee benefits coverages for TFC and its subsidiaries (including an extension of TFC's LifeForce premium reduction program and its flexible benefits and COBRA services). In connection with the Acquisition, (i) any amounts outstanding under TIH's existing revolving credit facility (the

"Existing Facility") will be repaid and the commitments thereunder will be terminated and (ii) TIH will undergo an internal reorganization (the "Internal Reorganization"). See "—Ownership Structure."

Escrow Agreement

This offering may be consummated prior to the consummation of the Acquisition. Unless the Acquisition will be consummated on the closing date of this offering, on the closing date of this offering, the Escrow Issuers will execute and deliver an escrow agreement with the Trustee and the Escrow Agent (as defined below) (the "Escrow Agreement"), and will deposit, or cause to be deposited, the gross proceeds from the offering of the notes into the Escrow Account for the benefit of the holders of the notes pending the consummation of the Acquisition. From the closing date of this offering to the Completion Date, the Trustee, for its benefit and the benefit of the holders of the notes, will receive a first priority security interest in the Escrow Account and the Escrowed Property.

The release of the Escrowed Property to the Escrow Issuers (the "Escrow Release") to consummate the Acquisition will be subject to the satisfaction of the Escrow Conditions, including the closing of the Acquisition substantially concurrently with or promptly following the release of such Escrowed Property (the date of the Escrow Release is hereinafter referred to as the "Completion Date"). The consummation of the Acquisition is subject to customary closing conditions, including, among other things, the receipt of applicable regulatory approvals and the expiration or termination of applicable waiting periods. If the Acquisition is not consummated on or prior to the Escrow Outside Date, or upon the occurrence of certain other events, the Escrowed Property will not be released to the Escrow Issuers to consummate the Acquisition but instead will be released to the Trustee for the purpose of redeeming the notes pursuant to a special mandatory redemption in accordance with the procedures set forth in the indenture governing the notes. The special mandatory redemption price for the notes will be a price equal to 100% of the initial issue price of the notes plus accrued and unpaid interest, if any, from the issue date of the notes to, but excluding, the special mandatory redemption date. Additional cash in respect of interest that would accrue on the notes from and after the issue date of the notes will not be pre-funded into the Escrow Account on the issue date of the notes, but the Sponsors (directly or through one or more of their affiliates) will commit on or prior to the closing date of this offering, in the event of a special mandatory redemption, to fund the difference between the amounts in the Escrow Account that are available to be applied to redeem the notes pursuant to the special mandatory redemption and the special mandatory redemption price plus the fees and expenses of the Trustee and the Escrow Agent. See "Description of the Notes—Escrow of Proceeds; Special Mandatory Redemption."

Financing Transactions

In connection with the consummation of the Acquisition, we intend to enter into the following financing transactions:

- the entry into of new senior secured credit facilities (the "Senior Credit Facilities"), which are expected to consist of (i) a $1,175 million five-year new revolving credit facility (the "Revolving Credit Facility"), (ii) a $3,350 million seven-year senior secured first lien term loan facility (the "First Lien Term Loan Facility" and, together with the Revolving Credit Facility, the "First Lien Credit Facilities") and (iii) a $1,900 million eight-year senior secured second lien term loan facility (the "Second Lien Term Loan Facility" and, together with the First Lien Term Loan Facility, the "New Term Loan Facilities");

- the contribution of approximately $7,996 million of equity by (i) the Sponsors (the "Sponsor Contribution") and (ii) certain existing TIH equityholders who have agreed, or may prior to consummation of the Acquisition agree, to roll their equity interests in TIH into equity of the surviving company (the "Rollover" and, together with the Sponsor Contribution, the "Equity Contribution"); and

- the issuance of $2,750 million aggregate principal amount of notes offered hereby.

Upon satisfaction of the Escrow Conditions or if the Acquisition is consummated on the Completion Date, we will use the net proceeds from this offering, together with borrowings under the Senior Credit Facilities and the proceeds from the Equity Contribution, to (i) finance and consummate the Transactions, (ii) pay fees and expenses incurred in connection with the Transactions and (iii) fund cash to the Company's balance sheet. See "Use of Proceeds."

As used herein, the term "Transactions" refers to the consummation of the Acquisition and the Internal Reorganization, the repayment of the Existing Facility and the termination of the commitments thereunder, the financing transactions described above and the application of the use of proceeds from such financing transactions.

Sources and Uses

The table set forth below sets forth the estimated sources and uses of funds in connection with the Transactions. Actual amounts will vary from the estimated amounts shown below depending on several factors, including, among others, the number of TIH equityholders who elect to participate in the Rollover, changes made to the sources of the contemplated financings and differences from estimated fees and expenses.

You should read the following together with the information included under the headings "—The Transactions," "Use of Proceeds" and "Capitalization" included elsewhere in this offering memorandum.

Sources	Amount	Uses	Amount
(in millions)			
Senior Credit Facilities:			
First Lien Term Loan Facility[1]	$ 3,350	Equity purchase price[6]	$ 15,500
Revolving Credit Facility[2]	—	Transaction fees and expenses[7]	346
Second Lien Term Loan Facility[3]	1,900	Cash to balance sheet	150
Notes offered hereby[4]	2,750		
Equity Contribution[5]	7,996		
Total sources	$ 15,996	**Total uses**	$ 15,996

(1) In connection with the consummation of the Acquisition, we intend to enter into the First Lien Term Loan Facility, which will provide for a seven-year first lien senior secured term loan facility. The total amount available under the First Lien Term Loan Facility will be $3,350 million, which is expected to be fully drawn at the closing of the Acquisition. For a description of the First Lien Term Loan Facility, see "Description of Certain Other Indebtedness—Senior Credit Facilities."

(2) We expect the Revolving Credit Facility to provide for borrowings of up to $1,175 million outstanding at any one time. We expect the Revolving Credit Facility to be undrawn at the closing of the Acquisition. The amount drawn on the Revolving Credit Facility after giving effect to the Transactions is subject to change based on the timing of the closing of the Acquisition and working capital requirements at the time of closing of the Acquisition. See "Description of Certain Other Indebtedness—Senior Credit Facilities."

(3) In connection with the consummation of the Acquisition, we intend to enter into the Second Lien Term Loan Facility, which will provide for an eight-year second lien senior secured term loan facility. The total amount available under the Second Lien Term Loan Facility will be $1,900 million, which is expected to be fully drawn at the closing of the Acquisition. For a description of the Second Lien Term Loan Facility, see "Description of Certain Other Indebtedness—Senior Credit Facilities."

(4) Represents the aggregate principal amount of the notes offered hereby and does not reflect the initial purchasers' discount or estimated fees and expenses related to this offering.

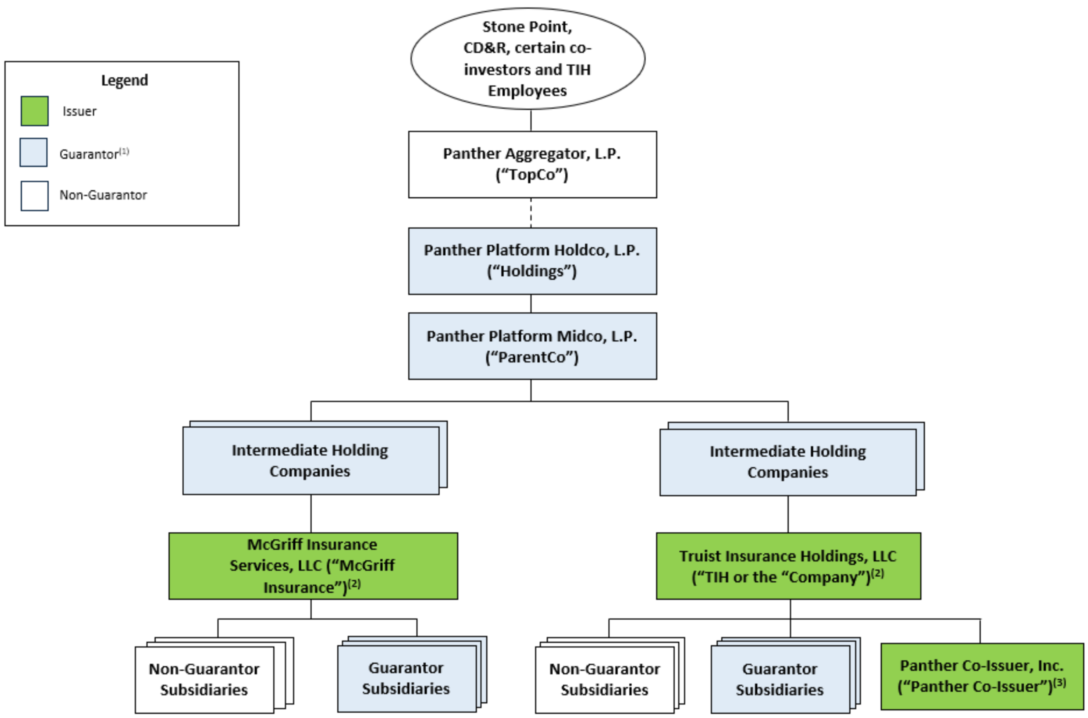
(5) Represents the Sponsor Contribution and amounts contributed by existing TIH equityholders in the Rollover. The actual amount of the Sponsor Contribution will depend on certain factors, including the amount of TIH equity contributed in the Rollover and the amount outstanding under the Existing Facility at the closing of the Acquisition.

(6) Represents the estimated purchase price for TIH's equity expected to be outstanding at the closing of the Acquisition.

(7) Represents estimated fees, costs and expenses associated with the Transactions, including, without limitation, initial purchaser discounts, financing fees, amounts payable under the Acquisition Agreement and any fees and expenses incurred in connection therewith, fees, expenses and accrued and unpaid interest with respect to the Existing Facility (to the extent any amounts are payable thereunder at the closing of the Acquisition) and any original issue discount, agency fees and underwriting fees on the Senior Credit Facilities. All fees, expenses and the other costs are estimates and actual amounts may differ from those set forth in this offering memorandum.

Ownership Structure

The following chart summarizes our ownership structure and our indebtedness as of December 31, 2023, as adjusted to give effect to the Transactions. This chart is for illustrative purposes only and does not represent all legal entities of the Company or all obligations of such entities. See "—The Transactions," "—The Offering," "Use of Proceeds," "Description of Certain Other Indebtedness" and "Description of the Notes" for more information regarding the Transactions and the terms of the notes offered hereby and our other indebtedness.



(1) From and after the Completion Date, the notes will be guaranteed by Holdings, ParentCo, each of ParentCo's existing wholly-owned domestic restricted subsidiaries that guarantee the issuers' obligations under the Senior Credit Facilities (other than Panther Co-Issuer, which will be a guarantor under the Senior Credit Facilities and a co-issuer of the notes) and any future wholly-owned domestic subsidiary of Holdings, of which ParentCo is a subsidiary, that guarantees the obligations of the issuers under the Senior Credit Facilities.

(2) Substantially concurrently with the consummation of the Acquisition, the Escrow Issuer will be merged with and into TIH, with TIH continuing as the surviving company and with TIH and McGriff Insurance assuming the obligations of the Escrow Issuer under the notes and the indenture governing the notes. TIH and McGriff Insurance will be the borrowers under the Senior Credit Facilities.

(3) Co-issuer of the notes and guarantor under the Senior Credit Facilities.

Sponsors Overview

Stone Point is an alternative investment firm based in Greenwich, CT, with more than $50 billion of assets under management. Stone Point targets investments in companies in the global financial services industry and related sectors. The firm invests in alternative asset classes, including private equity through its flagship Trident Funds and credit through commingled funds and separately managed accounts. In addition, Stone Point Capital Markets supports the firm, portfolio companies and other clients by providing dedicated financing solutions.

Founded in 1978, CD&R is a leading private investment firm with a strategy of generating strong investment returns by building more robust and sustainable businesses through the combination of skilled investment experience and deep operating capabilities. In partnership with the management teams of its portfolio companies, CD&R takes a long-term view of value creation and emphasizes positive stewardship and impact. The firm invests in businesses that span a broad range of industries, including industrial, healthcare, consumer, technology and financial services end markets. CD&R is privately owned by its partners and has offices in New York and London.

Corporate Information

Panther Escrow Issuer, LLC is a Delaware limited liability company. Panther Co-Issuer, Inc. is a Delaware corporation.

Truist Insurance Holdings, LLC is a Delaware limited liability company. McGriff Insurance Services, LLC is a North Carolina limited liability company. TIH and McGriff Insurance's executive offices are located at 550 South Caldwell Street, 15th Floor, Charlotte, NC 28202, their telephone number is (336) 733-2000, and their website is www.truistinsurance.com. Information contained on TIH and McGriff Insurance's website or that can be accessed through TIH and McGriff Insurance's website is not incorporated into and does not constitute a part of this offering memorandum.

The Offering

The summary below describes the principal terms of the notes and the guarantees. Certain of the terms and conditions described below are subject to important limitations and exceptions. The section entitled "Description of the Notes" in this offering memorandum contains more detailed descriptions of the terms and conditions of the notes and the guarantees.

Issuers..	Prior to the consummation of the Escrow Sub Merger and the Acquisition, Panther Escrow Issuer, LLC, a Delaware limited liability company, and Panther Co-Issuer, Inc., a Delaware corporation. After the consummation of the Escrow Sub Merger and the Acquisition, Trust Insurance Holdings, LLC, a Delaware limited liability company, McGriff Insurance Services, LLC, a North Carolina limited liability company, and Panther Co-Issuer, Inc.
Notes	$2,750,000,000 of % senior secured notes due 2031.
Maturity Date	The notes will mature on , 2031.
Interest...	Interest on the notes will accrue at a rate of % per annum. Interest on the notes will be payable semi-annually in cash in arrears on and of each year, beginning , 2024.
Escrow of Proceeds; Special Mandatory Redemption......................	This offering may be consummated prior to the consummation of the Acquisition. Unless the Acquisition will be consummated on the closing date of this offering, on the closing date of this offering, the Escrow Issuers will execute and deliver the Escrow Agreement and will deposit, or cause to be deposited, the gross proceeds from the offering of the notes into the Escrow Account. The Escrow Issuers will grant to the Trustee, for its benefit and the benefit of the holders of the notes, a first priority security interest in the Escrow Account and all amounts on deposit therein (including any earnings reinvested therein) to secure the obligations under the notes pending disbursement from the Escrow Account as further described under the section entitled "Description of the Notes—Escrow of Proceeds; Special Mandatory Redemption." The release of the Escrowed Property to the Escrow Issuers to consummate the Acquisition will be subject to the satisfaction of the Escrow Conditions, including the closing of the Acquisition substantially concurrently with or promptly following the release of such Escrowed Property. The consummation of the Acquisition is subject to customary closing conditions, including, among others, the receipt of applicable regulatory approvals and the expiration or termination of applicable waiting periods. If the Acquisition is not consummated on or prior to the Escrow Outside Date, or upon the occurrence of certain other events, the Escrowed Property will not be released to the Escrow Issuers to consummate the Acquisition but instead will be released to the Trustee under the indenture that will govern the notes for the purpose of redeeming the notes pursuant to a special mandatory redemption in accordance with the procedures set forth in the indenture. The special mandatory redemption price will be a price equal to 100% of the initial issue price of the notes plus accrued and unpaid interest, if any, from the issue date of the notes to, but excluding, the special mandatory redemption date. Additional

cash in respect of interest that would accrue on the notes from and after the issue date of the notes will not be pre-funded into the Escrow Account on the issue date of the notes, but the Sponsors (directly or through one or more of their affiliates) will commit on or prior to the closing date of this offering, in the event of a special mandatory redemption, to fund the difference between the amounts in the Escrow Account that are available to be applied to redeem the notes pursuant to the special mandatory redemption and the special mandatory redemption price plus the fees and expenses of the Trustee and the Escrow Agent. See "Description of the Notes—Escrow of Proceeds; Special Mandatory Redemption."

Guarantees... Prior to the consummation of the Acquisition, the notes will be the obligations of the Escrow Issuers and will not be guaranteed and will not otherwise be the beneficiary of any credit support from TIH, McGriff Insurance or any of their subsidiaries. Upon consummation of the Acquisition and following the satisfaction of the Escrow Conditions (if applicable), the notes will be fully and unconditionally guaranteed on a senior secured basis, jointly and severally, by Holdings, ParentCo, ParentCo's existing wholly-owned domestic restricted subsidiaries that guarantee the issuers' obligations under the Senior Credit Facilities or certain other indebtedness, subject to certain exceptions (other than Panther Co-Issuer, which will be a guarantor under the Senior Credit Facilities and a co-issuer of the notes) and any future wholly-owned domestic subsidiary of Holdings of which ParentCo is a subsidiary that guarantees the obligations of the issuers under the Senior Credit Facilities.

Ranking .... Prior to the consummation of the Acquisition and pending the satisfaction of the Escrow Conditions (if applicable), the notes will be secured by a first priority security interest in the Escrow Account and Escrowed Property. From and after the consummation of the Acquisition and following the satisfaction of the Escrow Conditions (if applicable), the notes will be the issuers', and the related guarantees will be the guarantors', senior secured obligations and will:

- rank equally in right of payment with all of the issuers' and the guarantors' existing and future senior indebtedness, including the Senior Credit Facilities;
- be effectively senior to all of the issuers' and the guarantors' existing and future unsecured indebtedness and junior lien indebtedness, including the Second Lien Term Loan Facility, to the extent of the value of the assets securing the notes and the First Lien Credit Facilities;
- rank pari passu with all of the issuers' and each guarantor's existing and future obligations secured on a first lien basis on the collateral securing the notes, including the First Lien Credit Facilities;
- rank senior in right of payment to all of the issuers' and each guarantor's indebtedness and other obligations that expressly

provide for their subordination to the notes and the related guarantees; and

- be structurally subordinated to all existing and future indebtedness, claims of holders of preferred stock and other liabilities of any subsidiary of ParentCo that is not a guarantor of the notes.

As of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, the issuers and the guarantors would have had total funded indebtedness of $8,000 million, $3,350 million of which would have been secured indebtedness under the First Lien Term Loan Facility, $1,900 million of which would have been secured indebtedness under the Second Lien Term Loan Facility and $2,750 million of which would have been secured indebtedness under the notes offered hereby. In addition, as of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, we would have had $1,175 million of availability to incur additional secured indebtedness under our Revolving Credit Facility (assuming such facility is undrawn at closing of the Transactions).

As of and for the year ended December 31, 2023, our non-guarantor subsidiaries represented approximately 3% of our consolidated revenues, 1% of our consolidated assets, 1% of our consolidated liabilities and 5% of our consolidated EBITDA.

Security .... Following consummation of the Acquisition, the notes and the guarantees will be secured on a first lien basis by substantially all assets of the issuers and the guarantors (other than any Excluded Assets), which assets will also secure the issuers' and the guarantors' obligations under our First Lien Credit Facilities on a first lien basis and our Second Lien Term Loan Facility on a second lien basis, subject to permitted liens. See "Description of the Notes—Security."

Intercreditor Agreements....................... In connection with the issuance of the notes, we will enter into a pari passu intercreditor agreement (the "Pari Passu Intercreditor Agreement") with the collateral agent for the notes (the "Notes Collateral Agent") and the collateral agent under our First Lien Credit Facilities (the "First Lien Credit Facilities Collateral Agent").

The Pari Passu Intercreditor Agreement will set forth the rights of, and the relationship among, the Notes Collateral Agent, the holders of the notes, the First Lien Credit Facilities Collateral Agent and the lenders under the First Lien Credit Facilities in respect of the exercise of rights and remedies against the issuer and the guarantors. See "Description of the Notes—Security."

In addition, we will enter into a junior lien intercreditor agreement (the "Junior Lien Intercreditor Agreement") with the Notes Collateral Agent, the First Lien Credit Facilities Collateral Agent and the collateral agent under our Second Lien Credit Facilities (the "Second Lien Credit Facilities Collateral Agent").

The Junior Lien Intercreditor Agreement will set forth the rights of, and the relationship among, the Notes Collateral Agent, the holders of the notes, the First Lien Credit Facilities Collateral Agent and the lenders under the First Lien Credit Facilities, on the one hand, and the Second Lien Credit Facilities Collateral Agent and the lenders under the Second Lien Term Loan Facility on the other hand in respect of the exercise of rights and remedies against the issuers and the guarantors. See "Description of the Notes—Security."

Optional Redemption	The issuers may, at their option, redeem the notes, in whole or in part, at any time prior to , 2027, at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date plus the applicable "make-whole premium" described under "Description of the Notes—Optional Redemption." From and after , 2027, the issuers may, at their option, redeem at any time and from time to time some or all of the notes at the applicable redemption prices set forth under "Description of the Notes—Optional Redemption," plus accrued and unpaid interest, if any, to, but excluding, the redemption date. In addition, prior to , 2027, the issuers may, at their option, redeem up to 40% of the aggregate principal amount of the notes with an amount not to exceed the net cash proceeds from certain equity offerings at the redemption price of % of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date. In addition, at any time prior to , 2027, the issuers may, at their option, redeem up to 10% of the aggregate principal amount of the notes during each twelve-month period beginning on the issue date at a redemption price equal to 103% of the aggregate principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. See "Description of the Notes—Optional Redemption."
Change of Control Offer	Upon the occurrence of specific kinds of changes of control, if we do not redeem the notes, you will have the right, as holders of the notes, to require the issuers to purchase some or all of your notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the purchase date. See "Description of the Notes—Repurchase at the Option of Holders—Change of Control."
Certain Covenants	The notes will be issued under an indenture that will contain covenants that, among other things, limit ParentCo's ability and the ability of its restricted subsidiaries (including the issuers) to: • incur or guarantee additional indebtedness or issue disqualified stock or certain preferred stock; • pay dividends and make other distributions or repurchase stock; • make certain investments;

- create or incur liens;
- sell assets;
- enter into restrictions affecting the ability of restricted subsidiaries to make distributions, loans or advances or transfer assets to the issuers or the guarantors;
- enter into certain transactions with ParentCo's affiliates;
- designate restricted subsidiaries as unrestricted subsidiaries; and
- merge, consolidate or transfer or sell all or substantially all of the ParentCo's, the issuers' or the guarantors' assets.

These covenants are subject to a number of important limitations and exceptions. Most of these covenants will not apply to ParentCo and its restricted subsidiaries (including the issuers) during any period in which the notes are rated investment grade by any two of Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings ("S&P") and Fitch Ratings, Inc. ("Fitch"). See "Description of the Notes—Certain Covenants."

Transfer Restrictions; No Registration Rights	The notes and the guarantees have not been and will not be registered under the Securities Act or any state securities laws. The notes are subject to restrictions on transfer and resale and may not be offered or sold except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will not be required to complete a registered exchange offer or file a shelf registration statement for resale of the notes. For more details, see "Transfer Restrictions."
No Public Market or Listing.................	The notes will constitute a new class of securities with no established trading market. We cannot assure you that an active trading market for the notes will develop and continue after this offering. Certain of the initial purchasers have advised us that they currently intend to make a market in the notes. However, they are not obligated to do so and they may discontinue any market-making activities with respect to the notes at any time without notice. We do not intend to apply for listing of the notes on any securities exchange or on any automated dealer quotation system. Accordingly, we cannot assure you as to the liquidity of, or the trading market for, the notes.
Trustee, Notes Collateral Agent and Escrow Agent.....................................	U.S. Bank Trust Company, National Association, as trustee (in such capacity, the "Trustee"), Notes Collateral Agent and escrow agent (in such capacity, the "Escrow Agent").
Use of Proceeds....................................	Upon satisfaction of the Escrow Conditions or if the Acquisition is consummated on the Completion Date, we intend to use the net proceeds from this offering, together with borrowings under the Senior Credit Facilities and the proceeds from the Equity Contribution, to (i) finance and consummate the Acquisition, (ii) pay fees, costs, premiums and expenses incurred in connection with the

	Transactions and (iii) fund cash to the Company's balance sheet. See "—The Transactions" and "Use of Proceeds."
Denominations	The notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Governing Law......................................	The notes and the indenture under which they will be issued will be governed by the laws of the State of New York.
Risk Factors...	An investment in the notes involves a high degree of risk. You should carefully consider all of the information included in this offering memorandum before investing in the notes. In particular, you should evaluate the specific risks described in the section entitled "Risk Factors" in this offering memorandum for a discussion of certain risks relating to an investment in the notes.

Summary Historical Consolidated Financial Information

The Escrow Issuer was formed on March 13, 2024 for the purpose of facilitating the Transactions, and substantially concurrently with consummation of the Acquisition, the Escrow Issuer will merge with and into TIH with TIH surviving the merger and assuming the obligations of the Escrow Issuer under the notes and the indenture governing the notes. As a result, we have not provided financial information for the Escrow Issuer in this offering memorandum.

Set forth below is summary consolidated financial and operating data of TIH at the dates and for the periods indicated. The summary historical consolidated statement of operations data and consolidated statement of cash flows data for the years ended December 31, 2023 and 2022 and the summary historical consolidated balance sheet data as of December 31, 2023 and 2022 have been derived from TIH's audited historical consolidated financial statements included elsewhere in this offering memorandum. The summary historical consolidated statement of operations data and consolidated statement of cash flows data for the year ended December 31, 2021 have been derived from TIH's audited historical consolidated financial statements not included in this offering memorandum. TIH's historical financial statements do not reflect the impact of the Transactions.

The summary historical consolidated financial data should be read in conjunction with "—The Transactions" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as with our consolidated financial statements and related notes that are included elsewhere in this offering memorandum.

	Year Ended December 31,		
	2023	**2022**	**2021**
(in millions)			
Consolidated statement of operations data:			
Revenues			
Commissions and fees	$ 3,388	$ 3,051	$ 2,639
Investment income	66	—	—
Other income	13	32	11
Total revenues	3,467	3,083	2,650
Expenses			
Compensation and benefits	2,210	1,914	1,642
Other operating expenses	514	424	314
Amortization	134	127	102
Depreciation	23	23	21
Impairment loss on goodwill	195	—	—
Interest	317	—	—
Total expenses	3,393	2,488	2,079
Income before income taxes	74	595	571
Income tax (benefit) expense	(136)	150	138
Net income	210	445	433
Net (loss) income attributable to non-controlling interests	(7)	6	—
Net income attributable to controlling interests	$ 217	$ 439	$ 433
Consolidated statement of cash flows data:			
Net cash provided by operating activities	$ 647	$ 616	$ 635
Net cash used in investing activities	(59)	(1,133)	(797)
Net cash (used in) provided by financing activities	(1,124)	728	821
Consolidated balance sheet data:			
Total assets	$ 9,490	$ 10,121	
Total liabilities	8,891	3,446	
Other financial data (unaudited):[1]			
EBITDA, Excluding Discontinued Operations[2]	$ 545	$ 742	

Adjusted EBITDA[(2)]	$	1,054	$	1,074
Pro Forma Adjusted EBITDA[(2)]	$	1,178	$	1,055
Free Cash Flow[(2)]	$	1,076	$	1,035
Pro Forma Adjusted Revenue[(3)]	**$**	**3,455**	**$**	**3,206**

(in millions, except ratios)		**Year Ended December 31, 2023 as adjusted for the Transactions**
As Adjusted Financial Data:		
Senior first lien secured debt (at period end)[(4)]	$	6,100
Total debt (at period end)[(5)]	$	8,000
Pro Forma Adjusted EBITDA[(1)(2)]	$	1,178
Cash and cash equivalents[(6)]	$	150
Cash interest expense[(7)]	$	678
Ratio of Pro Forma Adjusted EBITDA to cash interest expense[(7)(8)]		1.7x
Ratio of senior first lien secured debt to Pro Forma Adjusted EBITDA[(4)(9)]		5.2x
Ratio of net senior first lien secured debt to Pro Forma Adjusted EBITDA[(4)(10)]		5.1x
Ratio of total debt to Pro Forma Adjusted EBITDA[(5)(11)]		6.8x
Ratio of net total debt to Pro Forma Adjusted EBITDA[(5)(12)]		6.7x

(1) EBITDA, Excluding Discontinued Operations, Adjusted EBITDA, Pro Forma Adjusted EBITDA and Free Cash Flow are non-GAAP financial measures. We believe that our presentation of these non-GAAP financial measures provides useful supplemental information to investors and management regarding our financial condition and results of operations. EBITDA, Excluding Discontinued Operations is defined as net income adjusted for interest, taxes, depreciation and amortization and certain discontinued operations. Adjusted EBITDA is defined as EBITDA, Excluding Discontinued Operations as further adjusted for effects of impairment loss on goodwill, acquisitions, interest income on fiduciary cash, stock-based compensation, transaction and restructuring expenses, producer loan amortization, non-operating income/expense, accrual for performance-based contingent earnout obligations, one-time separation costs and standalone audit adjustments. Pro Forma Adjusted EBITDA is defined as Adjusted EBITDA as further adjusted for new producer excess compensation, standalone company costs, expense reduction initiatives and the other adjustments set forth in note (2) below. Free Cash Flow is defined as Pro Forma Adjusted EBITDA less capital expenditures.

(2) The following table sets forth a reconciliation of Net Income to EBITDA, Excluding Discontinued Operations, Adjusted EBITDA, Pro Forma Adjusted EBITDA and Free Cash Flow for the periods presented:

	Historical		
	Year ended December 31,		
(in millions)	**2023**	**2022**	**2021**
Net income	**$ 210**	**$ 445**	**$ 433**
Income tax (benefit) expense	(136)	150	138
Interest expense	317	—	—
Depreciation & amortization	157	150	123
EBITDA	**548**	**745**	**694**
Discontinued Operations[(a)]	(3)	(3)	(5)
EBITDA, Excluding Discontinued Operations	**545**	**742**	**689**
Impairment Loss on Goodwill	195	—	—
Total Effect of Acquisitions[(b)]	2	46	121
Interest Income on Fiduciary Cash[(c)]	8	30	1
Non-cash Expense for Stock-based Compensation[(d)]	41	46	61
Transaction and Restructuring Expenses[(e)]	41	54	27
Non-Cash Legacy Producer Loan Amortization[(f)]	38	41	22
Non-Operational Income / Expense[(g)]	29	—	3
Contingent Consideration[(h)]	33	36	14
One-time Separation & Other Project Costs[(i)]	58	6	5
Standalone Audit Adjustments[(j)]	64	73	46
Adjusted EBITDA	**1,054**	**1,074**	**989**

New Producer Excess Compensation[k]	39	32	27
Standalone Costs[l]	19	(50)	(70)
Buy-Side Adjustments[m]	37	—	—
Identified Cost Savings[n]	28	—	—
Pro Forma Adjusted EBITDA	**1,178**	**1,055**	**946**
Capital Expenditures	(36)	(20)	(24)
Buy-Side Adjustments[m]	(37)	—	—
Identified Cost Savings[n]	(28)	—	—
Free Cash Flow	**1,076**	**1,035**	**922**

(a) Represents the removal of EBITDA relating to two wholesale businesses within Crump, RiskRighter and Time, which are non-core and expected to be sold in the first half of 2024.

(b) Gives effect to the results of certain assets acquired between January 1, 2021 and December 31, 2023 as if TIH had completed the acquisitions of such assets on January 1, 2021.

(c) Prior to the Sponsors' initial investment in TIH, which closed on April 1, 2023, TIH did not generate interest income on fiduciary and operating cash balances due to its ownership structure as a subsidiary of Truist Bank. Following such closing, TIH has received market interest rates on applicable interest-bearing accounts, including fiduciary and operating cash and certain escrow cash. The adjustment gives effect to the interest TIH would have earned on such cash accounts assuming it commenced doing so beginning on the first day of the applicable period, assuming then-prevailing market interest rates.

(d) Represents non-cash adjustments primarily comprised of (i) expense from legacy equity incentive plans that have been sunset and a (ii) long-term incentive plan that will be discontinued following consummation of the Transactions.

(e) Reflects one-time transaction and severance costs associated with prior mergers and acquisitions.

(f) Prior to the Sponsors' original investment in TIH, which closed on April 1, 2023, TIH issued discretionary forgivable loans to select employees and new producer hires. The forgivable loan contracts require that the loans be amortized over a period of 3 to 7 years. Following the closing of the Sponsors' initial investment, the forgivable loan program was largely discontinued. The adjustment reflects the amortization associated with the forgivable loans during the relevant period.

(g) Reflects non-operational income and expense from non-recurring legal settlements, E&O claim payments, and book sales of termed producers.

(h) Reflects accruals for performance-based contingent earnout obligations.

(i) Primarily includes costs for one-time IT projects and IT integration costs associated with completed M&A transactions and non-recurring costs associated with separating the TIH business from TFC.

(j) Represents incremental corporate allocations to TIH from TFC. Excess standalone costs are considered in adjustment (l).

(k) Reflects excess compensation paid to recently onboarded producers relative to what these producers would have earned based on their commission schedules.

(l) Represents the impact of incremental standalone costs net of actioned cost-savings.

(m) Includes certain buy-side adjustments for 2023 primarily related to run-rate interest income on fiduciary & operating cash balances, refinement to profit commissions, additional severance and merger expenses, and certain other adjustments. Such buy-side adjustments have not been made retroactively for 2022 and 2021 and are excluded from the calculation of Free Cash Flow.

(n) Includes additional run-rate cost savings for 2023 from initiatives expected to be actioned in the next twelve to eighteen months after the closing of the Transactions, including approximately $20 million in possible savings from outsourcing or offshoring of non-client facing functions, approximately $3 million of expected additional real estate rationalization savings and approximately $5 million of potential information technology savings. We may be required to make significant cash expenditures to achieve such cost savings, and these cash costs are not reflected in Pro Forma Adjusted EBITDA. We cannot assure you that these cash expenditures to achieve such cost savings will not be higher than anticipated. In addition, we may not fully realize such cost savings during the time period anticipated, and may not do so at all. For additional information, see "Risk Factors—Risks Related to the Transactions —We may not realize any or all of our estimated cost savings, which would have a negative effect on our results of operations." Such run-rate cost savings adjustments have not been made retroactively for 2022 and 2021 and are excluded from the calculation of Free Cash Flow.

(3) The following table sets forth a reconciliation of revenue to Pro Forma Adjusted Revenue for the periods presented:

	Historical		
	Year ended December 31,		
	2023	2022	2021
(in millions)			
Revenue	**$ 3,467**	**$ 3,083**	**$ 2,650**
Discontinued Operations[a]	(21)	(21)	(27)
Non-cash expenses, losses or charges[b]	—	(1)	(1)
Non-Cash Legacy Producer Loan Interest[c]	(2)	(3)	(3)
Non-operational Income[d]	(5)	(16)	(2)
Carve-out adjustments[e]	(2)	(2)	(2)
Total Effect of Acquisitions[f]	3	135	344
Interest Income on Fiduciary and Operating Cash[g]	15	30	1
Pro Forma Adjusted Revenue	**$ 3,455**[h]	**$ 3,206**[i]	**$ 2,961**[j]

(a) Represents the removal of revenue relating to two wholesale businesses within Crump, RiskRighter and Time, which are non-core and expected to be sold in the first half of 2024.

(b) Primarily relates to the removal of costs associated with stock-based compensation, net impact of pension-related accounts, non-cash vacation expenses for the one-time carryover of additional vacation days, and out-of-period incentive expense true ups.

(c) Prior to the Sponsors' original investment in TIH, which closed on April 1, 2023, TIH issued discretionary forgivable loans to select employees and new producer hires. Following the closing of the Sponsors' initial investment, the forgivable loan program was largely discontinued. The adjustments reflects interest income from the discretionary forgivable loans during the relevant period.

(d) Reflects non-operational income from non-recurring legal settlements, E&O claim payments, and book sales of termed producers.

(e) Reflects non-operational allocated income from TFC.

(f) Gives effect to the results of certain assets acquired between January 1, 2021 and December 31, 2023 as if TIH had completed the acquisitions of such assets on January 1, 2021.

(g) Prior to the Sponsors' initial investment in TIH, which closed on April 1, 2023, TIH did not generate interest income on fiduciary and operating cash balances due to its ownership structure as a subsidiary of Truist Bank. Following such closing, TIH has received market interest rates on applicable interest-bearing accounts, including fiduciary and operating cash and certain escrow cash. The adjustment gives effect to the interest TIH would have earned on such fiduciary accounts assuming it commenced doing so beginning on the first day of the applicable period, assuming then-prevailing market interest rates. This adjustment also includes run-rate interest income at current prevailing interest rates for the closing operating cash balance of $150 million.

(h) Consists of $1,217 million Pro Forma Adjusted Revenue for Retail, $1,568 million Pro Forma Adjusted Revenue for Wholesale, $505 million of Pro Forma Adjusted Revenue for Specialty Programs and $92 million of Pro Forma Adjusted Revenue for Title (with the remaining $74 million of Pro Forma Adjusted Revenue being attributable to corporate).

(i) Consists of $1,108 million Pro Forma Adjusted Revenue for Retail, $1,433 million Pro Forma Adjusted Revenue for Wholesale, $515 million of Pro Forma Adjusted Revenue for Specialty Programs and $120 million of Pro Forma

Adjusted Revenue for Title (with the remaining $30 million of Pro Forma Adjusted Revenue being attributable to corporate).

(j) Consists of $1,051 million Pro Forma Adjusted Revenue for Retail, $1,317 million Pro Forma Adjusted Revenue for Wholesale, $471 million of Pro Forma Adjusted Revenue for Specialty Programs and $122 million of Pro Forma Adjusted Revenue for Title (with the remaining $1 million of Pro Forma Adjusted Revenue being attributable to corporate).

(4) Senior first lien secured debt represents total long-term debt secured by a first priority lien on the collateral on an as adjusted basis after giving effect to the Transactions. See "Capitalization."

(5) Represents our total long-term debt on an as adjusted basis after giving effect to the Transactions. See "Capitalization."

(6) Represents estimated cash and cash equivalents at the closing of the Acquisition.

(7) Reflects estimates for the Senior Credit Facilities and the notes offered hereby using a weighted average blended estimate rate. Borrowings under the Senior Credit Facilities bear interest at variable rates and are subject to interest rate risk. If interest rates increase, the debt service obligations on the loans would increase and cash required for servicing indebtedness would increase. Assuming the Revolving Credit Facility is fully drawn, each 0.125% change in assumed blended interest rates would result in an approximately $8.0 million change in annual interest expense on indebtedness under the Senior Credit Facilities.

(8) The as adjusted ratio of Pro Forma Adjusted EBITDA to cash interest expense is determined by dividing Pro Forma Adjusted EBITDA by as adjusted cash interest expense.

(9) The as adjusted ratio of senior first lien secured debt to Pro Forma Adjusted EBITDA is determined by dividing as adjusted senior first lien secured debt by Pro Forma Adjusted EBITDA.

(10) The as adjusted ratio of net senior first lien secured debt to Pro Forma Adjusted EBITDA is determined by dividing as adjusted senior first lien secured debt, net of cash and cash equivalents, by Pro Forma Adjusted EBITDA.

(11) The as adjusted ratio of total debt to Pro Forma Adjusted EBITDA is determined by dividing as adjusted total debt by Pro Forma Adjusted EBITDA.

(12) The as adjusted ratio of net total debt to Pro Forma Adjusted EBITDA is determined by dividing as adjusted total debt, net of cash and cash equivalents, by Pro Forma Adjusted EBITDA.

RISK FACTORS

Investing in our notes involves a high degree of risk. You should carefully consider the risks set forth below as well as other information contained in this offering memorandum. The risks and uncertainties we have described are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially and adversely affect our business, results of operations and financial condition. In such a case, you may lose all or part of your original investment. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Special Note Regarding Forward-Looking Statements" in this offering memorandum.

Risks Related to Our Business

Changes in current U.S. or global economic conditions, including an extended slowdown in the markets in which we operate, may adversely affect our business.

If economic conditions were to worsen, a number of negative effects on our business could result, including declines in insurable exposure units, declines in insurance premium rates, the financial insolvency of insurance companies, or the reduced ability of customers to pay for our services or amounts owed to us. Also, if general economic conditions are poor, some of our customers may cease operations completely or be acquired by other companies, which could have an adverse effect on our results of operations and financial condition. If these customers are affected by poor economic conditions, but yet remain in existence, they may face liquidity problems or other financial difficulties that could result in delays or defaults in payments owed to us, which could have a significant adverse impact on our consolidated financial condition and results of operations. Additionally, decreased underwriting capacity for insurance and reinsurance may create difficulty for us to place business, which may adversely impact our ability to earn revenue. Any of these effects could decrease our net revenues and profitability.

The occurrence of natural or man-made disasters could result in declines in business and increases in claims that could adversely affect our financial condition and results of operations.

We are exposed to various risks arising out of natural disasters, including earthquakes, hurricanes, fires, floods, tornadoes, extreme weather, or other climate events; pandemic health events (such as the COVID-19 pandemic), and man-made disasters, including acts of terrorism, civil unrest, violence, military actions, and cyber-terrorism (including, but not limited to, ransomware). The continued threat of terrorism and other events or disasters may cause significant volatility in global financial markets, and a natural or man-made disaster could trigger energy shortages, public health issues, or an economic downturn or instability in the areas directly or indirectly affected by the disaster. These consequences could, among other things, result in a decline in business and increased claims from those areas. They could also result in reduced underwriting capacity, making it more difficult for our professionals to place business. Disasters also could disrupt public and private infrastructure, including communications and financial services, which could disrupt our normal business operations and negatively impact the abilities of our counterparties to pay for our services on time or at all. If access to underwriting markets for certain lines of coverage becomes unavailable or difficult due to the impact of climate change on the claims environment, this may have a negative impact on our clients' access to coverage, which could in turn reduce our ability to place certain lines of coverage and negatively impact our business.

A natural or man-made disaster also could disrupt the operations of our counterparties or result in increased prices for the products and services they provide to us. In addition, a disaster could adversely affect the value of the assets in our investment portfolio and reduce our insurer capacity. Finally, a natural or man-made disaster could increase the incidence or severity of E&O claims against us. Climate change may increase the likelihood or severity of a natural or man-made disaster.

Significant or sustained inflation could adversely affect our business, results of operations and financial condition.

Inflation can adversely affect us by increasing our costs, including salary costs. Significant inflation is often accompanied by higher interest rates. Any sustained inflation or significant increases in inflation, such as the wage inflation experienced during the year ended December 31, 2023, and interest rates could have an adverse effect on our business, results of operations and financial condition.

The insurance intermediary business is highly competitive. Our current market share may decrease as a result of disintermediation within the insurance industry, including increased competition from insurance companies, technology companies and the financial services industry, as well as the shift away from traditional insurance markets.

The insurance intermediary business is highly competitive and we actively compete with numerous brokerage firms for customers, some of which may have greater resources than we do. We believe that our most likely source of competition will be other brokerages that pursue an acquisition or consolidation strategy similar to ours, as well as other large regional brokerages. Over the last several decades, large insurance brokerages, often publicly-traded companies with access to the capital markets, have been acquiring and consolidating small- to medium-sized independent brokerages to strengthen their competitive position and to increase market share and recently, due to increased consolidation in our industry, the value of acquisition targets has increased. Other competitive concerns may include the availability of products and services, the market price and the ability of some of our customers to self-insure and the entrance of technology companies into the insurance intermediary business.

This exposes us to a risk of being less competitive when trying to acquiring companies and increases the risk that we may overpay for future acquisitions. If we fail to execute our acquisition strategy, our revenue growth and ability to remain competitive in our industry are likely to suffer. In circumstances where we are able to make acquisitions, we may need to incur contingent earn-out obligations for these acquisitions.

In addition, there has been an increase in alternative insurance markets, such as captives, risk retention groups and non-insurance capital markets. While we collaborate and compete in some of these segments, we cannot be certain that such alternative markets will provide the same level of insurance coverage or profitability as traditional insurance markets.

Quarterly and annual variations in our commissions that result from the timing of policy renewals and the net effect of new and lost business production may have unexpected effects on our results of operations.

Our commission income (including profit-sharing contingent commissions and override commissions) can vary quarterly or annually due to the timing of policy renewals and the net effect of new and lost business production. We do not control the factors that cause these variations. Specifically, customers' demand for insurance products can influence the timing of renewals, new business and lost business (which includes policies that are not renewed), and cancellations. In addition, we rely on insurance companies for the payment of contingent commissions. Because these payments are processed internally by these insurance companies, we may not receive a payment that is otherwise expected from a particular insurance company in a particular quarter or year until after the end of that period, which can adversely affect our ability to forecast these revenues and therefore budget for significant future expenditures. Quarterly and annual fluctuations in revenues based on increases and decreases associated with the timing of policy renewals may adversely affect our financial condition, results of operations and cash flows.

Our commissions depend on premium rates charged by insurance carriers, which we do not control and which historically have varied and are difficult to predict. Any declines in premiums may adversely impact our operating results.

We are engaged in insurance agency and brokerage activities and derive revenue principally from commissions paid by insurance carriers. Commissions accounted for approximately 79% of our total revenue during the year ended December 31, 2023. Commissions are generally paid on the basis of a percentage of premiums paid by customers for insurance products. We have no control over the insurance premium rates on which these commissions are calculated. The amount of such commissions is therefore highly dependent on the premium rates charged by insurance carriers. Premium rates may vary widely and are determined by insurance carriers based on specific market conditions, applicable law and, in certain states, regulatory approval.

Insurance premium pricing within the traditional property and casualty insurance industry has historically been cyclical, based on the relative underwriting capacity of the insurance industry and economic conditions. We use the terms "soft market" and "hard market" to describe the business cycles experienced by the industry. A soft market is an insurance market characterized by a period of declining premium rates, which can negatively affect commissions earned by insurance brokers. A hard market is an insurance market characterized by a period of rising premium rates, which, absent other changes, can positively affect commissions earned by insurance brokers. External events, such as terrorist attacks and natural disasters, can also have significant impacts on the insurance market.

Because we cannot determine the timing and extent of premium pricing changes, we cannot accurately forecast our commission income, including whether it will significantly decline. If premiums decline or commission rates are reduced, our revenue, results of operations and cash flow could be materially and adversely affected.

In addition, an increase in the number of insolvencies associated with an economic downturn, especially insolvencies in the insurance industry, could adversely affect our brokerage business through the loss of clients or by hampering our ability to place insurance business.

There have also been and may continue to be various trends in the insurance industry toward alternative insurance markets including, among other things, greater levels of self-insurance, captive insurance (*i.e.*, arrangements where the policyholder owns the insurance company), rent-a-captive or segregated cell arrangements, risk retention groups and non-insurance capital markets-based solutions to traditional insurance. While we may be able to participate in certain of these activities on behalf of our customers and obtain fee revenue for such services, there can be no assurance that we will realize revenues and profitability as favorable as those realized from our traditional brokerage activities.

Contingent and supplemental revenues we receive from insurance or reinsurance carriers are less predictable than standard commission revenues, and any decrease in the amount of these forms of revenue could adversely affect our results of operations.

A meaningful portion of our revenues consists of contingent and supplemental revenues from insurance or reinsurance carriers. Contingent revenues are paid after the insurance contract period, generally in the first or second quarter, based on the growth and/or profitability of business we placed with insurance or reinsurance carriers during the prior year. On the other hand, supplemental revenues are paid up front, on an annual or quarterly basis, generally based on our historical premium volumes with insurance or reinsurance carriers and additional capabilities or services we bring to the engagement. While insurance or reinsurance carriers generally maintain supplemental revenues in the current year at a pre-determined rate, that rate can change in future years as described above. In addition there are revenues subject to sliding scale commissions based on overall underwriting performance. This is evaluated quarterly based on third-party actuarial analysis. If, due to the current economic environment or for any other reason, we are unable to meet insurance or reinsurance carriers' particular profitability, volume or growth thresholds, as the case may be, or such companies increase their estimate of loss reserves (over which we have no control), actual contingent revenues or supplemental revenues could be less than anticipated, which could adversely affect our results of operations. In the case of contingent revenues, under revenue recognition accounting standards, this could lead to the reversal of revenues in future periods that were recognized in prior periods.

Our business, and therefore our results of operations and financial condition, may be adversely affected by conditions that result in reduced insurer capacity.

Our results of operations depend on the continued capacity of insurance carriers to adequately and appropriately underwrite risk and provide coverage, which partly depends in turn on those insurance companies' ability to procure reinsurance. Capacity could also be reduced by insurance companies failing or withdrawing from writing certain coverages that we offer to our clients. We have no control over these matters. To the extent that reinsurance becomes less widely available or significantly more expensive, we may not be able to procure the amount or types of coverage that our clients desire and the coverage we are able to procure for our clients may be too expensive or more limited than is acceptable.

We have experienced strong organic growth in recent periods, and our recent growth rates may not be indicative of our future growth. We may be unsuccessful in growing revenues organically, and our failure to do so may negatively impact our financial position, results of operations and cash flows.

We have experienced significant organic revenue growth in recent periods. As a means to grow our earnings in future periods, we intend to focus on generating organic growth in revenues and creating efficiencies in our operations. Our business plan contemplates that we will grow revenue organically over the long term through all insurance industry cycles and economic market cycles, primarily by continuing our specialty focus and team-based selling approach and by pursuing alternative distribution strategies with co-brokers. We may not be able to sustain organic revenue growth consistent with recent history, or at all. If we fail to succeed in our organic growth strategy, our financial position, results of operations and cash flows could be negatively affected. We believe our revenue growth depends on a number of factors, including, but not limited to, our ability to:

- deliver on customer expectations and provide a positive customer experience;
- successfully execute large-scale, critical programs and projects in a timely and cost-effective manner;
- identify and successfully enter and market our services in new geographic markets and market segments;
- recruit and retain qualified personnel;
- coordinate efforts across various geographic markets and market segments;
- maintain and grow relationships with our existing customers and expand our customer base;
- offer new products and services;
- form strategic alliances and partnerships;
- secure key partner and vendor relationships; and
- access sufficient capital.

We may not successfully accomplish any of these objectives and ongoing macroeconomic and geopolitical uncertainty may impact our ability to successfully accomplish any of the above. As a result, it is difficult for us to forecast our future results of operations. Our historical growth rate should not be considered indicative of our future performance and may decline in the future. In future periods, our revenue could grow more slowly than in recent periods or decline for any number of reasons (including those outlined above), which could negatively affect our financial position, results of operations and cash flows.

Our growth strategy may involve opening new offices, entering new product lines or establishing new distribution channels, and will involve hiring new producers, brokers and underwriters, which will require substantial investment by us and, the costs associated with such investment, or the failure to recover or realize the benefits of such investment, may adversely affect our results of operations and cash flows in a particular period.

Our ability to grow organically depends in part on our ability to open new offices, enter new product lines, establish new distribution channels and recruit new producers, brokers and underwriters. We can provide no assurances that we will be successful in any efforts to open new offices, develop de novo product lines, establish new distribution channels or hire new producers, brokers or underwriters. The costs of opening a new office, entering a new product line, establishing a new distribution channel and hiring the necessary personnel to staff the office can be substantial, and we often are required to commit to multi-year, non-cancellable lease agreements. The cost of investing in new offices, producers, brokers and underwriters may affect our results of operations and cash flows in a particular period. Moreover, we cannot assure you that these efforts will be successful, that the marketplace will accept our products or services, that we will be able to retain clients that adopt our new products or services, that we will be able to recover our investment in new offices, producers, brokers or underwriters or that these offices, producers, brokers and underwriters will achieve profitability. Our inability to realize the benefits of these investments may adversely affect our results of operations and cash flows and may result in reputational damage.

Our business and growth strategy includes plans to continue to make acquisitions and we face risks associated with the evaluation of potential acquisitions, the integration of acquired businesses, and the introduction of new products, lines of business, and markets.

As part of our business and growth strategy, we have made, and intend to continue to make, acquisitions, including acquisitions in lines of business that are natural adjacencies. The success of our acquisition strategy is dependent upon our ability to identify appropriate acquisition targets, negotiate transactions on favorable terms, complete transactions, have adequate access to financing and the ability to finance acquisitions on acceptable terms, and successfully integrate them into our existing businesses.

We may not be successful in identifying appropriate acquisition and disposition candidates or consummating acquisitions on terms acceptable or favorable to us. We also face additional risks related to acquisitions, including the ability to negotiate transactions on favorable terms, the ability to secure regulatory approval of transactions where required, the ability to successfully integrate them into our existing businesses and culture, and the potential that any acquired business could significantly underperform relative to our expectations. If we are unable to identify and successfully make, integrate and manage acquisitions, our business could be materially adversely affected. Additionally, if we were to expand to or acquire businesses outside of the United States, we may be subject to additional risks related to foreign operations, which may adversely affect our results of operations and financial condition.

If acquisitions are made, we may not realize the anticipated benefits of such acquisitions, including, but not limited to, revenue growth, operational efficiencies, or expected synergies. Acquisitions involve special risks, including the potential assumption of unanticipated liabilities and contingencies and difficulties in integrating acquired businesses, and acquired businesses may not achieve the levels of revenue, profit, or productivity we anticipate or otherwise perform as we expect. In addition, if the operating performance of an acquired business deteriorates significantly, we may need to write down the value of the goodwill and other acquisition-related intangible assets recorded on our consolidated balance sheet. Many of the businesses and assets that we have acquired or may acquire have unaudited historical financial statements or records that have been, or will be, prepared by the management of such companies and have not been, or will not be, independently reviewed or audited. We cannot be certain that the financial statements or records of companies or assets we have acquired or may acquire would not, or will not, be materially different if such statements were independently reviewed or audited. If such statements were to be materially different, the tangible and intangible assets we acquire may be more susceptible to impairment charges, which could have a material adverse effect on us.

In addition, many of the businesses that we acquire and develop will likely have smaller scales of operations prior to the implementation of our growth strategy. If we are not able to manage the growing complexity of these businesses, including improving, refining, or revising our systems and operational practices, enlarging the scale and scope of the businesses, and integrating the new business into our culture and operations, our business may be adversely affected. The process of integrating an acquired business may subject us to a number of risks, including, without limitation, an inability to retain the management, key personnel and other colleagues of the acquired business; an inability to establish uniform standards, controls, systems, procedures and policies or to achieve anticipated savings; and exposure to legal claims or regulatory censure for activities of the acquired business prior to acquisition.

With respect to any such acquisition transactions, we face the risk related to the potential impacts of the transaction and integration on relationships, including with colleagues, correspondents, suppliers, clients and competitors, as well as the risk related to contingent liabilities (including litigation) potentially creating material liabilities for the Company. The following risks, in addition to those described above, may also adversely affect our ability to successfully implement and integrate these acquisitions: material changes in U.S. jurisdiction regulation (including those related to the healthcare system and Medicare and insurance brokerage, pension advisory, and investment services); changes in general economic, business and political conditions in relevant markets, including changes in the financial markets; significant competition in the marketplace; and compliance with extensive and evolving government regulations in the U.S. and foreign jurisdictions.

If acquisitions or entry into businesses, products or services are not successfully integrated and the intended benefits of the acquisitions or business developments are not achieved, our business, financial condition and results of operations could be materially adversely affected, as well as our professional reputation.

From time to time, either through acquisitions or internal development, we enter new distribution channels or lines of business or offer new products and services within existing lines of business. These new distribution channels, lines of business, or new products and services present additional risks, particularly in instances where the markets are not fully developed. Such risks include the investment of significant time and resources to recruit, hire, and retain personnel and develop the products, the risks involved with the management of the integration process and development of new processes and systems to accommodate complex programs, and the risk of financial guarantees and additional liabilities associated with these efforts.

Failure to manage these risks arising from acquisitions or development of new businesses could materially and adversely affect our business, results of operations, and financial condition.

Our business may be harmed if we lose our relationships with retailers, insurance carriers or our other clients and trading partners, we fail to maintain good relationships with retailers, insurance carriers or our other clients or trading partners, we become dependent upon a limited number of retailers, insurance carriers or other clients or trading partners or we fail to develop new retailer, insurance carrier and client or trading partner relationships.

Our business typically enters into contractual relationships with insurance carriers, retailers and other clients or trading partners that are sometimes unique to us, but nonexclusive and terminable on short notice by either party for any reason. In many cases, insurance carriers also have the ability to amend the terms of our agreements unilaterally on short notice.

Insurance carriers may be unwilling to allow us to sell their existing or new insurance products or may amend our agreements with them, for a variety of reasons, including for competitive or regulatory reasons or because of a reluctance to distribute their products through our platform. Insurance carriers may decide to rely on their own internal distribution channels, choose to exclude us from their most profitable or popular products, or decide not to distribute insurance products in individual markets in certain geographies or altogether. The termination or amendment of our relationship with an insurance carrier could reduce the variety of insurance products we offer or our ability to place coverage for certain risks for which we do not have alternative markets. We also could lose a source of, or be paid reduced commissions for, future sales and could lose renewal commissions for past sales. Our business could also be harmed if we fail to develop new insurance carrier relationships.

Similarly, as it relates to wholesale brokerage, retail agencies and other trading partners could develop their own wholesale distribution channels or choose to work with wholesale distributors other than us. This could reduce the number of submissions we receive which could result in reduced commissions. Historically, wholesale brokers and other wholesale distributors have been involved in a very high percentage of risks placed in the excess and surplus market. In addition to the potential for retailers developing their own wholesale distribution channels or choosing to work with wholesale distributors other than us, retail brokers often might prefer to place business directly with insurance carriers, without the involvement of a wholesaler. There is a risk to our business that insurance carriers will accommodate the retail broker’s preference to place business directly with the excess and surplus insurer as opposed to through a wholesale broker or other wholesale distributor.

In the future, we may have a reduced number of insurance carriers or retail agencies, in the case of wholesale brokerage, with which we trade or derive a greater portion of our commissions and fees from a more concentrated number of insurance carriers, retailers or other trading partners as our business and the insurance industry evolve. Should our dependence on a smaller number of insurance retailers or other trading partners increase, whether as a result of the termination of relationships, consolidation or otherwise, we may become more vulnerable to adverse changes in our relationships with these counterparties, particularly in states where we offer insurance products from a relatively small number of insurance carriers or where a small number of insurance companies or retailers dominate a geographic area, lines of business or market segment. The termination or consolidation of insurance retailers could harm our business, financial condition and results of operations.

We depend, to a large extent, on our relationships with all of our trading partners and our reputation for high-quality advice and solutions. If a trading partner is not satisfied with our services, it could cause us to incur additional costs and impair profitability. Many of our clients are businesses that band together in industry groups or trade associations and actively share information among themselves about the quality of service they receive from their vendors. Accordingly, poor service to one client may negatively impact our relationships with multiple other clients or potential clients. Moreover, if we fail to meet our contractual obligations, we could be subject to legal liability or loss of client relationships.

If any of our MGA programs are terminated or changed, our business and operating results could be harmed.

Some of our subsidiaries and programs act as an MGA for insurance carriers that have given them authority to underwrite and bind coverage on their behalf. Additionally, several of our subsidiaries hold MGA licenses. We generated 25% of our consolidated total net commissions and fees for the year ended December 31, 2023 from our MGA programs. Our MGA programs are governed by contracts between us and the insurance carriers. These contracts establish, among other things, the underwriting and pricing guidelines for the program, the scope of our authority and our commission rates for policies that we underwrite under the program. These contracts typically can be terminated by the insurance carrier with very little advance notice. Moreover, upon expiration of the contract term, insurance carriers may request changes in the terms of the program, including the amount of commissions we receive, which could reduce our revenues from the program. The termination of any of our MGA programs, or a change in the terms of any of these programs, could harm our business and operating results. We cannot be assured that lost insurance capacity can be replaced or that other MGA programs will not be terminated or modified in the future. Moreover, we cannot be assured that we will be able to replace any of our MGA programs that are terminated with a similar program with other insurance carriers.

We rely on third parties to perform key functions of our business operations and to provide services to our clients. These third parties may act in ways that could harm our business.

We rely on third parties, and in some cases subcontractors, to operate our business efficiently and profitably, to provide products and services that meet the expectations of our clients, to maintain an effective risk management framework, data and information such as technology, information security, fund transfer, data processing, and administration and support functions that are critical to the operations of our business. These third parties include correspondents, agents and other brokerage and intermediaries, insurance markets, data providers, plan trustees, payroll service providers, software and system vendors, health plan providers, and providers of human resource functions such as recruiters and trainers, among others. As we do not fully control the actions of these third parties, we are subject to the risk that their decisions may adversely impact us and replacing these service providers could create significant delay and expense. A failure by the third parties to comply with service level agreement or regulatory or legal requirements, in a high quality and timely manner, particularly during periods of our peak demand for their services, could result in economic and reputational harm to us. In addition, these third parties face their own technology, operating, business and economic risks, and any significant failures by them, including the improper use or disclosure of our confidential client, employee, or company information, could cause harm to our reputation. An interruption in or the cessation of service by any service provider as a result of systems failures, capacity constraints, financial difficulties or for any other reason could disrupt our operations, impact our ability to offer certain products and services, and result in contractual or regulatory penalties, liability claims from clients and/or employees, damage to our reputation and harm to our business.

Economic conditions that result in financial difficulties for insurance or reinsurance carriers or lead to reduced risk-taking capital capacity could adversely affect our results of operations and financial condition.

We have a significant amount of receivables from certain of the insurance or reinsurance carriers with which we place insurance. If those companies experience liquidity problems or other financial difficulties, we could encounter delays or defaults in payments owed to us, which could have a significant adverse impact on our consolidated financial condition and results of operations. The failure of an insurance or reinsurance carriers with which we place business could result in E&O claims against us by our clients. Further, the failure of E&O insurance or reinsurance carriers could make the E&O insurance we rely upon cost prohibitive or unavailable. Any of these developments could adversely affect our results of operations and financial condition. In addition, if insurance or reinsurance carriers merge, fail, or withdraw from offering certain lines of coverage, for example, because of large payouts related to climate or weather events or other emerging risk areas, overall risk-taking capital capacity could be negatively affected, which could reduce our ability to place certain lines of coverage, and, as a result, reduce our revenues and profitability.

If we are unable to collect our receivables, our results of operations and cash flows could be adversely affected.

Our business depends on our ability to successfully obtain payment from our clients of the amounts they owe us for our work performed. In most cases, we bill and collect on relatively short cycles. There is no guarantee that we will accurately assess the creditworthiness of our clients. Macroeconomic conditions, including those experienced as a result of COVID-19, inflation and rising interest rates, could result in financial difficulties for our clients, which could cause clients to delay payments to us, request modifications to their payment arrangements that could increase our receivables balance, or default on their payment obligations to us. While we have not experienced material difficulties with the collection of our outstanding receivables to date, others in our industry have experienced collection issues from time to time, and we could experience similar collection problems in the future. Timely collection of client balances also depends on our ability to complete our contractual commitments and bill and collect our contracted revenues. If we are unable to meet our contractual requirements, we might experience delays in collection of, or be unable to collect, our client balances, and if this occurs, our results of operations and cash flows could be adversely affected. In addition, if we experience an increase in the time it takes to bill and collect for our services, our cash flows could be adversely affected.

Our business depends on strong brands, and any failure to maintain, protect and enhance our brand would hurt our ability to grow our business, particularly in new markets where we have limited brand recognition.

We have developed strong brands that we believe have contributed significantly to the success of our business. Maintaining, protecting and enhancing our brands is critical to growing our business, particularly in new markets where we have limited brand recognition. If we do not successfully build and maintain strong brands, our business could be materially harmed. Maintaining and enhancing the quality of our brands may require us to make substantial investments in areas such as marketing, community relations, outreach and employee training. We actively engage in advertisements, targeted promotional mailings and email communications, and engage on a regular basis in public relations and sponsorship activities. These investments may be substantial and may fail to encompass the optimal range of traditional, online and social advertising media to achieve maximum exposure and benefit to the brands.

If our underwriting models contain errors or are otherwise ineffective or our underwriters do not demonstrate sufficient skill, our reputation and relationships with insurance carriers, retail brokers and agents could be harmed.

Our ability to attract insurance carriers, retail brokers and agents to our programs and binding authority operations is significantly dependent on our ability to effectively evaluate risks in accordance with insurer underwriting policies. Our business depends significantly on the accuracy and success of our underwriting model and the skill of our underwriters. To conduct this evaluation, we use proprietary underwriting models and third-party tools. If our underwriters do not perform with the expected level of skill or any of the models or tools that we use contain programming or other errors, are ineffective or the data provided by clients or third parties is incorrect or stale, or if we are unable to obtain accurate data from clients or third parties, our pricing and approval process could be negatively affected, resulting in potential violations of underwriting authority and loss of business. This could damage our reputation and relationships with insurance carriers, retail brokers and agents, which could harm our business, financial condition and results of operations.

If our clients or third parties are not satisfied with our services, we may face additional cost, loss of profit opportunities and damage to our reputation or legal liability.

We depend, to a large extent, on our relationships with our clients and our reputation for high-quality brokering and risk management solutions, so that we can understand our clients' needs and deliver solutions and services that are tailored to satisfy these needs. If a client is not satisfied with our services, it may be more damaging to our business than to other businesses and could cause us to incur additional costs and impair profitability. Many of our clients are businesses that band together in industry groups and/or trade associations and actively share information among themselves about the quality of service they receive from their vendors. Accordingly, poor service to one client may negatively impact our relationships with multiple other clients. Moreover, if we fail to meet our contractual obligations, we could be subject to legal liability or loss of client relationships.

The nature of much of our work, involves assumptions and estimates concerning future events, the actual outcome of which we cannot know with certainty in advance. Similarly, in our consulting business, we may be measured based on our track record regarding judgments and advice that are susceptible to influences unknown at the time the advice was given. In addition, we could make computational, software programming or data entry or management errors. A client may nonetheless claim it suffered losses due to reliance on our consulting advice. And, in addition to the risks of liability exposure and increased costs of defense and insurance premiums, claims arising from our professional services may produce publicity that could hurt our reputation and business and adversely affect our ability to secure new business.

We are subject to economic and reputational harm if companies with which we do business engage in negligent, grossly negligent, misleading or fraudulent behavior and damage to our reputation could have a material adverse effect on our business.

As part of our role in distributing insurance products and services, we rely upon trusted trading partners to provide risk-bearing insurance capital, collect and transmit funds, and to provide other products and services. If one or more of these trading partners, whether negligently or intentionally, fails to provide the risk-bearing insurance, capital as agreed, mishandles or misappropriates funds, or otherwise fails to properly provide products and services as expected, we face potential liability for damages and reputational harm.

Our ability to attract and retain clients, employees, investors, capital and insurer trading partners is highly dependent upon the external perceptions of our level of service, trustworthiness, business practices, financial condition and other subjective qualities. Negative perceptions or publicity regarding these matters could erode trust and confidence and damage our reputation among existing and potential clients which in turn could make it difficult for us to maintain existing clients and attract new ones. Damage to our reputation due to a failure to proactively communicate to stakeholders on changes in strategy and business plans could further affect the confidence of our clients, regulators, creditors, investors, insurer trading partners and other parties that are important to our business, having a material adverse effect on our business, ability to raise capital, financial condition, and results of operations.

Our inability to hire, retain and develop qualified employees, as well as the loss of any of our senior management or other key employees, could negatively impact our ability to retain existing business and generate new business.

Our success depends on our ability to attract, retain and develop skilled and experienced personnel. There is significant competition from within the insurance industry and from businesses outside the industry for exceptional employees, especially in key positions. If we are not able to successfully attract, retain, develop and motivate our employees, our business, financial results and reputation could be materially and adversely affected.

Our success and future performance depends in part upon the continued services of our senior management, and other highly skilled personnel. Losing employees who manage or support substantial customer relationships or possess substantial experience or expertise could adversely affect our ability to secure and complete customer engagements, which would adversely affect our results of operations. This risk may be increased by remote or hybrid working arrangements, which may make our employees more vulnerable to solicitations by competing firms. Also, if any of our key employees were to join an existing competitor or form a competing company, some of our customers could choose to use the services of that competitor instead of our services. While our key employees are generally prohibited by contract from soliciting our employees and customers for a two-year period following separation from employment with us, they are not prohibited from competing with us. Similarly, if an employee joins us from a competitor and is subject to enforceable restrictive covenants, we may be delayed in optimizing the employee's potential. In addition, regulation or legislation impacting the workforce or the ability to enforce employment-related restrictive covenants (due to state or federal laws or regulations), may lead to increased uncertainty and competition for talent.

In addition, we could be adversely affected if we fail to adequately plan for the succession of our senior management. The loss of our senior management or other key employees, or our inability to continue to identify, recruit and retain such personnel, could materially and adversely affect our business, results of operations and financial condition.

Technology Risks

We depend on our information processing systems. Interruption or loss of our information processing systems could have a material adverse effect on our business.

Our ability to provide administrative services depends on our capacity to store, retrieve, process and manage significant databases and expand and upgrade periodically our information processing capabilities. Interruption or loss of our information processing capabilities through loss of stored data, breakdown or malfunctioning of computer equipment and software systems, telecommunications failure, or damage caused by fire, tornadoes, lightning, electrical power outage or other disruption could have a material adverse effect on our business, financial condition and results of operations. Although we have certain disaster recovery procedures in place and insurance to protect against such contingencies, such procedures may not be effective and any insurance or recovery procedures may not continue to be available at reasonable prices and may not address all such losses or compensate us for the possible loss of clients occurring during any period that we are unable to provide services. Significant costs are involved with maintaining safeguards for our information processing systems. If we are unable to efficiently and effectively maintain and upgrade these safeguards, including in connection with the integration of acquisitions, we could incur unexpected costs and certain of our systems could become more vulnerable, which could have a material adverse effect on our business.

Security breaches and improper use of information may negatively impact our business and harm our reputation.

We maintain confidential, personal and proprietary information relating to our Company, our employees, our clients and their employees and other third parties. This information includes personally identifiable information, protected health information and financial information. A security breach in our facilities, computer networks or databases could expose us to a risk of loss of, or unauthorized access to and use of, this information, which could harm our business and reputation and result in a loss of customers or the imposition of fines or other penalties by governmental agencies and claims by our customers and their applicants and employees.

Despite security measures we maintain, our systems may be vulnerable to physical break-ins, computer viruses, attacks by hackers, employee malfeasance and similar intrusions, and our third-party contractors who handle information also may experience security breaches involving the storage and transmission of proprietary and sensitive personal information. The age of some of our technology, as well as the expansion of and increased use of mobile devices, online and "cloud"-based services and social media tools by employees, clients and third parties, and the speed at which information can be widely distributed, all contribute to an increased risk of intentional or unintentional distribution or misuse of such information.

If unauthorized parties gain access to our services, networks or databases, they may be able to steal, publish, delete or modify our confidential and sensitive third-party personal information. Any inability to protect the security and privacy of our data and electronic transactions could cause harm to our business and reputation and result in significant liability. We engage in periodic testing and maintain policies, procedures and technical safeguards designed to protect the security and privacy of confidential, personal and proprietary information. However, our testing efforts may not discover all system deficiencies, and we may not be able to fully remediate any discovered deficiencies in a timely manner. Techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not discovered until they have been launched against a target. As a result, we may be unable to anticipate these techniques or to implement adequate preventative measures.

A cybersecurity attack, or any other interruption in information technology and/or data security that may impact our operations or the operations of third parties that support us, could adversely affect our business, financial condition and reputation.

We rely on information technology and third-party vendors to provide effective and efficient service to our customers, process claims, and timely and accurately report information to carriers and which often involves secure processing of confidential sensitive, proprietary and other types of information. Cybersecurity breaches of any of the systems we rely on may result from circumvention of security systems, denial-of-service attacks or other cyber-attacks, hacking, “phishing” attacks, computer viruses, ransomware, malware, employee or insider error, malfeasance, social engineering, physical breaches or other actions, any of which could expose us to data loss, monetary and reputational damages and significant increases in compliance costs. The risk of such cybersecurity breaches may be increased by our increased reliance on work-from-home or other remote work technologies. An interruption of our access to, or an inability to access, our information technology, telecommunications or other systems could significantly impair our ability to perform such functions on a timely basis. If sustained or repeated, such a business interruption, system failure or service denial could result in a deterioration of our ability to write and process new and renewal business, provide customer service, pay claims in a timely manner or perform other necessary business functions. We have from time to time experienced cybersecurity incidents, such as malware infections, phishing campaigns and vulnerability exploit attempts.

Additionally, we are an acquisitive organization and the process of integrating the information systems of the businesses we acquire is complex and exposes us to additional risk as we might not adequately identify weaknesses in the targets’ information systems, which could expose us to unexpected liabilities or make our own systems more vulnerable to attack. In the future, any material breaches of cybersecurity, or media reports of the same, even if untrue, could cause us to experience reputational harm, loss of customers and revenue, loss of proprietary data, regulatory actions and scrutiny, sanctions or other statutory penalties, litigation, liability for failure to safeguard customers’ information or financial losses. Such losses may not be insured against or not fully covered through insurance we maintain.

We cannot entirely eliminate all risk of improper access to private information, and the cost and operational consequences of implementing, maintaining and enhancing further system protections measures could increase significantly as cybersecurity threats increase. As these threats evolve, cybersecurity incidents will be more difficult to detect, defend against and remediate. Any of the foregoing may have a material adverse effect on our business, financial condition and reputation.

Our inability to successfully recover should we experience a disaster or other business continuity or data recovery problem could cause material financial loss, loss of human capital, regulatory actions, reputational harm or legal liability.

If we experience a local or regional disaster or other business continuity event, such as an earthquake, hurricane, flood, terrorist attack, pandemic, war or other geopolitical tensions, protests or riots, security breach, cyberattack (including manipulating the control systems of critical infrastructure), power loss or telecommunications failure, our ability to operate will depend, in part, on the continued availability of our personnel, our office facilities and the proper functioning of our computer, telecommunication and other related systems and operations. In such an event, we could experience operational challenges that could have a material adverse effect on our business. The risk of business disruption is more pronounced in certain geographic areas, including major metropolitan centers, where we have significant operations and colleagues, and in certain countries and regions in which we operate that are subject to higher potential threat of terrorist attacks or military conflicts.

Our operations depend in particular upon our ability to protect our technology infrastructure against damage. If a business continuity event occurs, we could lose client or Company data or experience interruptions to our operations or delivery of services to our clients, which could have a material adverse effect. Such risks have increased significantly due to hybrid and remote work environments. A cyberattack or other business continuity event affecting us or a key vendor or other third party could result in a significant and extended disruption in the functioning of our information technology systems or operations or our ability to recover data, requiring us to incur significant expense to address and remediate or otherwise resolve such issues. For example, hackers have increasingly targeted companies by attacking internet-connected industrial control and safety control systems. An extended outage could result in the loss of clients and a decline in our revenues. In the worst case, any manipulation of the control systems of critical infrastructure may even result in the loss of life.

We regularly assess and take steps to improve our existing business continuity, disaster recovery and data recovery plans and key management succession. However, a disaster or other continuity event on a significant scale or affecting certain of our key operating areas within or across regions, or our inability to successfully recover from such an event, could materially interrupt our business operations and result in material financial loss, loss of human capital, regulatory actions, reputational harm, damaged client relationships and legal liability. Our business disruption insurance may also not fully cover, in type or amount, the cost of a successful recovery in the event of such a disruption.

We will continually encounter technological change and must effectively anticipate, develop and implement new technology.

The insurance services industry is undergoing rapid technological change with frequent introductions of new technology-driven products and services. Our future success depends, in part, on our ability to develop and implement technology solutions that anticipate and keep pace with rapid and continuing changes in technology, industry standards, client preferences and internal control standards. We have invested in technology to automate functions previously performed manually and otherwise to enhance the client experience with respect to the Company's products and services. We expect to make additional investments in innovation and technology to address technological disruption in the industry and improve client offerings and service. These changes allow the Company to better serve the Company's clients and to reduce costs.

The Company's continued success depends, in part, upon the Company's ability to address clients' needs by using technology to provide products and services that satisfy client demands. A failure to maintain or enhance the Company's competitive position with respect to technology, whether because of a failure to anticipate client expectations, a failure in the performance of technological developments or an untimely roll out of developments, may cause the Company to lose market share or incur additional expense. If we cannot offer new technologies as quickly as our competitors, or if our competitors develop more cost-effective technologies, we could experience a material adverse effect on our client relationships, growth strategy, compliance programs and operating results.

We face substantial legal and operational risks in safeguarding personal information.

Our businesses are subject to complex and evolving laws and regulations governing the privacy and protection of personal information of individuals. We maintain confidential, personal and proprietary information relating to our Company, our employees, our clients, including prospective clients, job applicants and third parties. This information includes personally identifiable information, protected health information, and financial information. We are subject to data privacy laws and regulations relating to the collection, use, retention, security and transfer of this information. Complying with the laws, rules and regulations applicable to the Company's disclosure, collection, use, sharing and storage of personal information can increase operating costs, impact the development of new products or services, and reduce operational efficiency. Any mishandling or misuse of personal information by the Company or a third-party affiliated with the Company could expose the Company to litigation or regulatory fines, penalties or other sanctions.

Additional risks could arise from the failure of the Company or third parties to provide adequate disclosure or transparency to the Company's clients about the personal information collected from them and the use of such information; to receive, document, and honor the privacy preferences expressed by the Company's clients; to protect personal information from unauthorized disclosure; or to maintain proper training on privacy practices for all teammates or third parties who have access to personal information. Concerns regarding the effectiveness of our measures to safeguard personal information, or even the perception that those measures are inadequate, could cause the Company to lose existing or potential clients, and thereby reduce our revenues. Furthermore, any failure or perceived failure by the Company to comply with applicable privacy or data protection laws, rules and regulations may subject it to inquiries, examinations and investigations that could result in requirements to modify or cease certain operations or practices, significant liabilities or regulatory fines, penalties or other sanctions. Any of these could damage our reputation and otherwise adversely affect its businesses.

In recent years, well-publicized incidents involving the inappropriate collection, use, sharing or storage of personal information have led to expanded governmental scrutiny of practices relating to the safeguarding of personal information by companies. That scrutiny has in some cases resulted in, and could in the future lead to, the adoption of stricter laws, rules and regulations relating to the collection, use, sharing and storage of personal information. We will likely be subject to new and evolving data privacy laws in the U.S. and abroad, which could result in additional costs of compliance, litigation, regulatory fines, and enforcement actions. These types of laws, rules and regulations could prohibit or significantly restrict insurance companies, such as the Company, from sharing information among affiliates or with third parties such as vendors, and thereby increase compliance costs, or could restrict our use of personal data when developing or offering products or services to clients. These restrictions could also inhibit our development or marketing of certain products or services or increase the costs of offering them to clients.

We rely on data from our clients and third parties for pricing and underwriting our insurance policies, the unavailability or inaccuracy of which could limit the functionality of our products and disrupt our business.

We use data, technology and intellectual property licensed from unaffiliated third parties in certain of our products, including insurance industry proprietary information that we license from third parties, and we may license additional third-party technology and intellectual property in the future. Any errors or defects in this third-party technology and intellectual property could result in errors that could harm our brand and business. In addition, licensed technology and intellectual property may not continue to be available on commercially reasonable terms, or at all. Also, should any third-party refuse to license its proprietary information to us on the same terms that it offers to our competitors, we could be placed at a significant competitive disadvantage.

Further, although we believe that there are currently adequate replacements for the third-party technology and intellectual property we presently use, the loss of our right to use any of this technology and intellectual property could result in delays in producing or delivering affected products until equivalent technology or intellectual property is identified, licensed or otherwise procured, and integrated. Our business would be disrupted if any technology and intellectual property we license from others or functional equivalents of this software were either no longer available to us or no longer offered to us on commercially reasonable terms. In either case, we would be required either to attempt to redesign our products to function with technology and intellectual property available from other parties or to develop these components ourselves, which would result in increased costs and could result in delays in product sales and the release of new product offerings. Alternatively, we might be forced to limit the features available in affected products. Any of these results could harm our business, results of operations and financial condition.

Legal and Regulatory Risks

We are subject to extensive and evolving government regulation and supervision, which could increase the cost of doing business, limit our ability to make investments and generate revenue, and lead to costly examinations and/or enforcement actions.

We are subject to supervision, regulation, and examination by regulators, including state departments of insurance, the SEC and various other federal, state and self-regulatory agencies. Compliance with the requirements of these laws and regulations, among others, may be costly and could adversely affect our business. Certain aspects of the Dodd-Frank Act and other legislative, regulatory and technological changes affect the Company's operations.

The scope of regulation and the form of supervision may vary from state to state and insurance laws are often complex and generally grant broad discretion to supervisory authorities in adopting regulations and supervising regulated activities. This supervision generally includes the licensing of insurance brokers and agents and the regulation of the handling of client funds held in a fiduciary capacity. Changes to statutes, regulations or regulatory policies or their interpretation or implementation and the continued heightening of regulatory requirements could affect the Company in substantial and unpredictable ways. State insurance regulators also possess broad powers to take supervisory actions as they deem appropriate. These supervisory actions may result in higher compliance expenses and limitations on the Company's activities that could have a material adverse effect on operations or profitability. Our continuing ability to provide insurance products and related employee benefits services in the states in which we currently operate is dependent upon our compliance with the regulations promulgated from time to time by the regulatory authorities in each of these states and our producers' ability to attain and maintain licenses, which generally may be granted, renewed or revoked at the discretion of state authorities for various reasons, including the violation of regulations. In some instances, where there is uncertainty as to applicability, we follow practices based on our interpretations of regulations or practices that we believe generally to be followed by the industry. These practices may turn out to be different from the interpretations of regulatory authorities. If we do not have the requisite licenses and approvals or do not comply with applicable regulatory requirements, state insurance regulators could preclude or temporarily suspend us from carrying on some or all of our activities in their state or could otherwise penalize us. This could adversely affect our ability to operate our business.

In all jurisdictions, the applicable laws and regulations are subject to amendment or interpretation by regulatory authorities. State insurance regulators and legislatures continually re-examine existing laws and regulations, some of which affect us, including those relating to the licensing of insurance brokers and agents, premium rates, the regulation of unfair trade and claims practices, the regulation of underwriting practices, the regulation of the handling and investment of policyholder and insurance carrier funds held in a fiduciary capacity and regulation of business practices generally, including our compensation arrangements with insurers and clients. These examinations may result in the enactment of insurance-related laws and regulations, or the issuance of interpretations of existing laws and regulations, that adversely affect our business. More restrictive laws, rules or regulations may be adopted in the future that could make compliance more difficult and/or expensive.

In addition, the method by which insurance intermediaries are compensated has received substantial scrutiny from regulators in the past because of the potential for conflicts of interest. The potential for conflicts of interest arises when an intermediary is compensated by two parties in connection with the same or similar transactions. The vast majority of the compensation that we receive is in the form of commissions and fees. The amount of compensation that we receive from insurance companies for contingent commissions, separate from commissions and fees, has increased in the last several years. Future changes in the regulatory environment may impact our ability to collect these revenue streams. In addition, these revenues present potential regulatory, litigation and reputational risks that may arise from alleged conflicts of interest or allegations under antitrust, competition and other laws. Adverse regulatory, legal or other developments regarding these revenues could have a material adverse effect on our business, results of operations or financial condition, expose us to negative publicity and reputational damage and harm our client, insurer or other relationships.

We also rely upon third parties who may expose the Company to compliance and legal risk. New or existing legal requirements also could heighten the reputational impact of perceived misuses of customer data by the Company and third parties.

We also are subject to existing and changing privacy and data security laws, regulations, and contractual obligations. Our own actual or perceived failure, or the failure of third-party vendors with whom we do business, to comply with these obligations could harm our business. The California Consumer Privacy Act (the "CCPA"), which went into effect on January 1, 2020 and was expanded by the California Privacy Rights Act that went into effect on January 1, 2023, is an example of the increasing costs of privacy compliance our business faces and the potential for increased liability in the event of noncompliance or a data breach. Under the CCPA, California residents have a number of new rights that are enforceable by the California Attorney General (for example, rights to access and deletion of personal information), as well as a private right of action in the event of a data breach. The CCPA provides an exemption for personal information collected, processed, sold or disclosed pursuant to the Gramm-Leach-Bliley Act (the "GLBA"), the main federal privacy law governing financial institutions. Given this exception, we are partially exempt from many of the requirements of the CCPA. Other states, including Colorado, Connecticut, Delaware, Indiana, Iowa, Montana, New Jersey, Oregon, Tennessee, Texas, Utah and Virginia, have also passed privacy laws similar to the CCPA/CPRA, and numerous additional states are considering enacting privacy laws. Any or all of these laws could further increase the costs and complexity of compliance. The impact of these laws on us and others in our industry is unclear as they continue to develop and are subject to revisions and evolving judicial interpretation.

Regulations affecting insurance carriers with whom we place business affect how we conduct our operations.

Insurers are also regulated by state insurance departments for solvency issues and are subject to reserve requirements. We cannot guarantee that all insurance carriers with which we do business comply with the laws or regulations enforced or instituted by state insurance departments. We may need to expend resources to address questions or concerns regarding our relationships with these insurers, diverting management resources away from operating our business.

Our business is subject to risks related to legal proceedings, regulatory investigations, and governmental inquiries and actions.

We are subject to litigation, regulatory investigations, including routine and sweep examinations, and claims arising in the ordinary course of our business operations. The risks associated with these matters often can be difficult to assess or quantify and the existence and magnitude of potential claims often remain unknown for substantial periods of time. While we have insurance coverage for some of these potential claims, others may not be covered by insurance, insurers may dispute coverage or any ultimate liabilities may exceed our coverage. We could be subject to actions and claims relating to the sale, solicitation and negotiation of insurance (including underlying securities in variable insurance and annuity products). Such actions and claims can further relate to issues such as the suitability of such products and services, as well as denials of coverage or appropriately applying funds that we hold for our customers on a fiduciary basis. Actions and claims can result in the rescission of such sales; consequently, we can potentially seek to recoup commissions paid to us, which could lead to legal action against us. The outcome of such actions cannot be predicted and such claims or actions could have a material adverse effect on our business, financial condition and results of operations.

We are subject to laws and regulations, as well as regulatory investigations. The insurance, investment advisory, and broker-dealer industry has been subject to a significant level of scrutiny by various regulatory bodies, including state Attorneys General offices, state departments of insurance, the SEC and other federal, state and self-regulatory agencies concerning certain practices within each of these specific industries. In particular, with respect to insurance, these practices include, without limitation, the receipt of contingent commissions by insurance brokers and agents from insurance companies and the extent to which such compensation has been disclosed, the collection of agency fees, which we define as fees, separate from commissions, charged directly to clients for efforts performed in the issuance of new insurance policies, bid rigging and related matters. From time to time, our subsidiaries receive informational requests from governmental authorities. Further, the SEC continues to underscore that investment advisers are fiduciaries, and as such, owe a duty of care and duty of loyalty to clients and investors, continue to demonstrate compliance with new regulations, identify and disclose conflicts of interests, and implement effective compliance programs specifically tailored to the investment adviser's business. With respect to broker-dealers, the SEC and other federal, state and self-regulatory agencies regularly focuses on issues including, but not limited to, suitability, appropriateness of sale charges and non-cash compensation. There have been a number of revisions to existing, or proposals to modify or enact new, laws and regulations regarding insurance agents and brokers, investment advisers, and broker-dealers. These actions have imposed or could impose additional obligations on us with respect to our products sold and how we conduct our insurance, investment advisory and/or broker-dealer business, including compliance with new regulations. Some insurance companies have agreed with regulatory authorities to end the payment of contingent commissions on insurance products, which could impact our commissions that are based on the volume, consistency and profitability of business generated by us.

We cannot predict the impact that any new laws, rules or regulations may have on our business, financial condition and results of operations. Given the current regulatory environment and the number of our subsidiaries operating in local markets throughout the country, it is possible that we will become subject to further governmental inquiries and subpoenas and have lawsuits filed against us. Regulators may raise issues during investigations, examinations or audits that could, if determined adversely, have a material impact on us. The interpretations of regulations by regulators may change and statutes may be enacted with retroactive impact. We could also be materially adversely affected by any new industry-wide regulations or practices that may result from these proceedings.

Our involvement in any investigations and lawsuits would cause us to incur additional legal and other costs and, if we were found to have violated any laws, we could be required to pay fines, damages and other costs, perhaps in material amounts. Regardless of final costs, these matters could have a material adverse effect on us by exposing us to negative publicity, reputational damage, harm to client relationships or diversion of personnel and management resources. The cost to defend such litigation may be significant. There may also be adverse publicity associated with litigation, regardless of whether the allegations are valid or whether we are ultimately found liable. As a result, litigation may materially adversely affect our businesses, financial condition and results of operations.

E&O claims and the outcome of actual and potential claims, lawsuits and proceedings may have a material adverse effect on our business, financial condition, results of operations and cash flows.

We provide numerous professional services, including the placement of insurance and the provision of consulting, and other services, to corporate and public clients. As a result of these activities, we have been subject to various claims, lawsuits and proceedings that arise in the normal course of business. These matters principally consist of alleged E&Os in connection with the placement of insurance and the rendering of administrative or consulting services. E&Os could include, for example, our employees or sub-agents failing, whether negligently or intentionally, to place coverage or to notify insurance carriers of claims on behalf of clients, or to provide insurance carriers with complete and accurate information relating to the risks being insured. The placement of insurance and the handling of claims involve substantial amounts of money. Since E&O claims against us may allege our potential liability for all or part of the amounts in question, claimants may seek large damage awards, including punitive and treble damages. These claims can involve significant defense costs and the damages may be in amounts that could, if awarded, be significant and subject us to liability for monetary damages, negative publicity and divert personnel and management resources. In addition, reputational damage caused by any of these matters could have a material adverse effect on our business.

Proposed tort reform could decrease demand for liability insurance, thereby reducing our commission income.

Legislation concerning tort reform is periodically being considered by Congress and has been adopted in several states. Among the provisions in such legislation are limitations on damage awards, including punitive damages, and various restrictions applicable to class action lawsuits, including lawsuits asserting professional liability of the kind for which insurance is offered under certain policies we sell to our clients. Enactment of these or similar provisions by Congress or in additional states could result in a reduction in the demand for liability insurance policies or a decrease in policy limits of such policies sold, thereby reducing our commission income.

Changes in tax laws or regulations that are applied adversely to us or our clients may have a material adverse effect on our business, cash flow, financial condition or results of operations.

We are subject to taxation at the federal, state and local levels in the United States and various other countries and jurisdictions. Our future effective tax rate and cash flows could be affected by changes in the composition of earnings in jurisdictions with differing tax rates, changes in statutory rates and other legislative changes, changes in the valuation of our deferred tax assets and liabilities, changes in determinations regarding the jurisdictions in which we are subject to tax, and our ability to repatriate earnings from foreign jurisdictions. From time to time, U.S. federal, state and local and foreign governments make substantive changes to tax rules and their application, which could result in materially higher corporate taxes than would be incurred under existing tax law and could adversely affect our financial condition or results of operations. We are subject to ongoing and periodic tax audits and disputes in U.S. federal and various state, local and foreign jurisdictions. An unfavorable outcome from any tax audit could result in higher tax costs, penalties and interest, thereby adversely affecting our financial condition or results of operations.

In addition, we are directly and indirectly affected by new tax legislation and regulation and the interpretation of tax laws and regulations worldwide. Changes in such legislation, regulation or interpretation could increase our taxes and have an adverse effect on our operating results and financial condition. This includes potential changes in tax laws or the interpretation of tax laws arising out of the Base Erosion Profit Shifting project ("BEPS") initiated by the Organization for Economic Co-operation and Development ("OECD"). In July and October of 2021, the OECD/G-20 Inclusive Framework on BEPS released statements outlining a political agreement on the general rules to be adopted for taxing the digital economy, specifically with respect to nexus and profit allocation (Pillar One) and rules for a global minimum tax (Pillar Two). Further details regarding implementation of these rules are expected to be finalized in the near future. These rules, should they implemented via domestic legislation of countries or via international treaties, could have a material impact on our effective tax rate or result in higher cash tax liabilities. There can be no assurance that our tax payments, tax credits, or incentives will not be adversely affected by these or other initiatives.

Accounting, Finance and Tax Risks

Due to inherent limitations, there can be no assurance that our system of disclosure and internal controls and procedures will be effective.

There is no guarantee that our disclosure controls and internal controls over financial reporting and procedures will be effective. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur simply because of error or mistake. Additionally, controls can be circumvented by individual acts of some persons, by collusion of two or more people, or by management override of a control. There can be no assurance that the design of any of our systems of controls will succeed in achieving its stated goals under all potential future conditions.

We could fail to maintain an effective system of internal controls and, consequently, may not be able to report our financial results accurately.

Although we have devoted management and financial resources to enhance our internal control over financial reporting, all internal control systems, no matter how well-designed, have inherent limitations. Even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of changes in conditions, the effectiveness of internal controls may vary over time. Any failure in the effectiveness of our internal control over financial reporting could have a material effect on our financial reporting, which could negatively impair our ability to execute our business strategy. Management identified significant deficiencies in the Company's internal control over financial reporting as of December 31, 2021, 2022 and 2023 related to the segregation of duties and the consistency of performance of controls by relevant control owners, which we are in the process of remediating.

Changes in our accounting estimates and assumptions or changes in accounting standards could negatively affect our financial position and operating results.

We prepare our financial statements in accordance with generally accepted accounting principles ("GAAP"). These accounting principles require us to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of our consolidated financial statements. We are also required to make certain judgments that affect the reported amounts of revenues and expenses during each reporting period. We periodically evaluate our estimates and assumptions, including those relating to the valuation of goodwill and other intangible assets, income taxes, stock-based compensation, claims handling obligations, retirement plans, litigation and contingencies. We base our estimates on historical experience and various assumptions that we believe to be reasonable based on specific circumstances. Actual results could differ from these estimates. Additionally, changes in accounting standards could increase costs to the organization and could have an adverse impact on our future financial position and results of operations.

An impairment of goodwill could have a material adverse effect on our financial condition and results of operations.

As of December 31, 2023, goodwill represented 37.5% of our total assets. Goodwill is not amortized and is subject to assessment for impairment at least annually. The identification and measurement of goodwill impairment involves the estimation of the fair value of our reporting units. We compare the fair value of each reporting unit with its carrying amount to determine if there is potential impairment of goodwill. Management reviews the carrying value attributed to each reporting unit at least annually to determine if the facts and circumstances suggest that there is impairment. We may in the future be required to take additional goodwill or other asset impairment charges. Any such non-cash charges could have a material adverse effect on our financial condition and results of operations.

Risks Related to the Transactions

Our Sponsors' interests may conflict with or differ from our interests or interests of holders of the notes.

Upon consummation of the Transactions, our Sponsors will control our ultimate parent company, which indirectly owns 100% of the Company's equity. In addition, representatives or designees of our Sponsors will comprise the majority of our ultimate parent company's directors. As a result, our Sponsors will have the ability to exercise substantial influence over us and our business, including, but not limited to, the authority to make changes to our capital structure, implement repurchase programs, determine dividends and other distributions, incur additional indebtedness, make acquisitions, sell our properties or other assets and undertake extraordinary transactions, such as merging with other companies or liquidating us, appoint new management and approve actions requiring the approval of our equityholders, including approving or rejecting proposed mergers or sales of all or substantially all of our assets, regardless of whether noteholders believe that any such transactions are in their own best interests.

The interests of our Sponsors may differ from yours in material respects. For example, if we encounter financial difficulties or are unable to pay our debts as they mature, the interests of our Sponsors as equityholders might conflict with your interests as a noteholder. Our Sponsors also may have an interest in pursuing acquisitions, divestitures, financings (including financings that are secured) or other transactions that, in their judgment, could enhance their equity investments, even though such transactions might involve risks to you as a noteholder. Additionally, the agreements governing our indebtedness will permit us to pay management fees, dividends or make other restricted payments under certain circumstances, and our Sponsors or their respective affiliates and/or advisors may have an interest in our doing so. See "Certain Relations and Related Party Transactions" for a discussion of certain payments made to affiliates of our Sponsors.

Our Sponsors and their respective affiliates and advisors are in the business of making or advising on investments in companies and may, from time to time in the future, acquire interests in businesses or provide advice that directly or indirectly compete with certain portions of our business or are suppliers or customers of ours. They may also pursue acquisition opportunities that may be complementary to and/or competitive with our business and, as a result, those acquisition opportunities may not be available to us. You should consider that the interests of these holders may differ from yours in material respects.

There are a number of risks and uncertainties associated with the proposed Acquisition.

On February 20, 2024, we entered into the Acquisition Agreement. The Acquisition Agreement provides for the acquisition of the Company by the Sponsors. The proposed Acquisition is subject to various risks and uncertainties, including the following:

- uncertainties as to the timing of the Acquisition;
- the risk that the Acquisition may not be completed in a timely manner or at all;
- the possibility that competing offers or acquisition proposals for the Company will be made;

- the possibility that any or all of the various conditions to the consummation of the Acquisition may not be satisfied or waived;

- the occurrence of any event, change or other circumstance that could give rise to the termination of the Acquisition Agreement;

- the effect of the announcement or pendency of the Transactions contemplated by the Acquisition Agreement on our ability to retain and hire key personnel, our ability to maintain relationships with our customers, suppliers and others with whom we do business, or our operating results and business generally; and

- risks related to diverting management's attention from our ongoing business operations.

If the Acquisition is not consummated on substantially the terms described in this offering memorandum, we will be required to redeem all of the notes at a redemption price equal to the initial issue price of such notes, plus accrued and unpaid interest, if any, from the issue date up to, but excluding, the date of such special mandatory redemption. Upon such redemption, you may not receive your expected return on the notes and may not be able to reinvest the proceeds from the redemption in an investment that yields comparable returns. In addition, if you purchase the notes at a price greater than the initial issue price of the notes, you may suffer a loss on your investment.

Significant costs and significant indebtedness will be incurred in connection with the consummation of the Transactions, including legal, accounting, financial advisory and other costs.

We expect to incur significant costs in connection with completing the Transactions. These costs include financing fees, advisory fees and other transaction costs and professional fees in connection with the Transactions, and may include costs for employee retention, redeployment, relocation or severance and increased fees and expenses beyond our current estimates, including due to delays in consummating the Transactions. See "Summary—Sources and Uses" and "Use of Proceeds."

While we expect to incur a significant amount of transaction fees and other one-time costs related to the consummation of the Transactions, additional unanticipated costs may yet be incurred. In addition, we expect to incur a number of non-recurring costs associated with our business initiatives, which cannot be estimated accurately at this time.

We do not currently control the Company and will not control the Company until the completion of the Acquisition.

We do not currently control the Company and will not control the Company until the completion of the Acquisition. Until that time, we cannot assure you that the Company will be operated in the same way that it would be operated under our control. The covenants in the indenture governing the notes will not apply to the Company until the consummation of the Acquisition.

We may not realize any or all of our estimated cost savings, which would have a negative effect on our results of operations.

In connection with the Acquisition, we expect to realize certain cost savings. Any cost savings that we realize may differ materially from our estimates. The estimates of our cost savings contained herein are our current estimates, but they involve risks, uncertainties, assumptions and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such estimates. Our ability to realize the expected cost savings associated with the adjustments included or permitted by the indenture that will govern the notes and the credit agreements that will govern the Senior Credit Facilities to be included when calculating Pro Forma Adjusted EBITDA and other non-GAAP financial measures depends on factors beyond our control, such as operating difficulties, increased operating costs, competitors and customers, delays in implementing initiatives and general economic or industry conditions.

We may be required to make significant cash expenditures to achieve such cost savings, and these cash costs are not reflected in Pro Forma Adjusted EBITDA. We cannot assure you that these cash expenditures to achieve such cost savings will not be higher than anticipated. In addition, we may not fully realize such cost savings during the time period anticipated, and may not do so at all. Accordingly, you should not view our presentation of this adjustment in our Pro Forma Adjusted EBITDA as a projection that we will achieve these cost savings, but rather only as an indication of our current expectation and to show how "Consolidated EBITDA" will be calculated for the purposes of covenant compliance in the indenture that will govern the notes and the credit agreements that will govern the Senior Credit Facilities. Our ability to realize these anticipated savings is subject to significant uncertainties. Although we believe these estimates and assumptions to be reasonable you should not place undue reliance on the adjustments in evaluating our anticipated results. Further, no third party, including our independent auditor or any of the initial purchasers, has performed any assurance procedures or expressed an opinion with respect to these estimated cost savings, or their respective achievability.

In addition, any cost savings that we realize may be offset, in whole or in part, by reductions in revenues, or through increases in other expenses, including as a result of the actions we take. If our cost savings are less than our estimates or our cost savings initiatives adversely affect our business or cost more or take longer to implement than we project, or if our assumptions prove to be inaccurate, our results could be lower than we anticipate.

Potential investors should regard the assumptions and projections with considerable caution and are urged to evaluate the potential for any assumption to deviate from those set out in "Summary—Summary Historical Consolidated Financial Information."

Our inability to transition successfully to being a standalone company may have a material adverse effect on our business, financial condition or results of operations.

We have historically been a subsidiary of TFC, which provided us with certain support services. As a result of the Acquisition, we will become an independent company and, accordingly, must further develop and implement the systems and infrastructure necessary to support our current and future business. We cannot assure you that we will make the transition successfully. In connection with the Acquisition, we will enter into a customary transition services agreement with TFC, which covers various services for up to 18 months following the Completion Date. Any delays in implementing required functionalities and systems may lead to increased operating expenses. We will also incur costs in the future for expenses that have historically been part of TFC's larger cost structure. Any failure to transition successfully to an independent company may have a material adverse effect on our results of operations.

Following completion of the Acquisition, we will be a smaller, less diversified company than TFC. As a result, we may be more vulnerable to changing market conditions, which could have a material adverse effect on our business, financial condition and results of operations. In addition, the diversification of our revenue, costs and cash flows will diminish as a standalone company, such that our results of operations, cash flows, working capital and financing requirements may be subject to increased volatility and our ability to fund capital expenditures and investments, pay dividends and service debt may be diminished.

Risks Related to Our Indebtedness and the Notes

Our substantial indebtedness could adversely affect our financial condition, our ability to operate our business and react to changes in the economy or our industry, prevent us from fulfilling our obligations under the notes or paying our other debts and could divert our cash flow from operations for debt payments. Despite our indebtedness levels on the issue date of the notes after giving effect to the Transactions, we and our subsidiaries may still be able to incur substantially more debt, which could further exacerbate the risks associated with our substantial leverage.

We will have a substantial amount of debt, which requires significant interest and principal payments. As of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, the issuers and the guarantors would have had total funded indebtedness of $8,000 million, $3,350 million of which would have been secured indebtedness under the First Lien Term Loan Facility, $1,900 million of which would have been secured indebtedness under the Second Lien Term Loan Facility and $2,750 million of which would have been secured indebtedness under the notes offered hereby. In addition, as of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, we would have had $1,175 million of availability to incur additional secured indebtedness under our Revolving Credit Facility (assuming such facility is undrawn at closing of the Transactions). Subject to the limits contained in the credit agreements that will govern the Senior Credit Facilities and the indenture that will govern the notes offered hereby, we may be able to incur substantial additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. Further, the restrictions in the indenture that will govern the notes and the credit agreements that will govern the Senior Credit Facilities will not prevent us from incurring obligations, such as trade payables, that may not constitute indebtedness as defined in such debt instruments. If we do so, the risks related to our high level of debt could increase.

Specifically, our high level of debt could have important consequences to the holders of the notes, including the following:

- it may be difficult for us to satisfy our obligations, including debt service requirements under our outstanding debt, including the notes;
- our ability to obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions or other general corporate purposes may be impaired;
- requiring a substantial portion of cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, including the notes, therefore reducing our ability to use our cash flow to fund our operations, capital expenditures, future business opportunities and other purposes;
- we are more vulnerable to economic downturns and adverse industry conditions and our flexibility to plan for, or react to, changes in our business or industry is more limited;
- our ability to capitalize on business opportunities and to react to competitive pressures, as compared to our competitors, may be compromised due to our high level of debt and the restrictive covenants in the credit agreements that will govern the Senior Credit Facilities and the indenture that will govern the notes offered hereby; and
- our ability to borrow additional funds or to refinance debt may be limited.

If the issuers or the guarantors incur any additional indebtedness that ranks equally with the notes and related guarantees, the holders of that debt will be entitled to share ratably with such holders in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of an issuer or a guarantor, subject to any collateral arrangements. This may have the effect of reducing the amount of proceeds paid to the holders of the notes. Further, such secured debt would be effectively senior to any of the issuers' and guarantors' existing and future unsecured indebtedness and junior lien indebtedness to the extent of the value of the assets securing the notes.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our indebtedness service obligations to increase significantly.

Interest rates may increase in the future. As a result, interest rates on the Senior Credit Facilities or other variable rate debt offerings could be higher or lower than current levels. As of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, we would have had approximately $5,250 million of outstanding debt at variable interest rates (assuming the Revolving Credit Facility is undrawn at closing of the Transactions). If interest rates increase, our debt service obligations on our variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, would correspondingly decrease. Assuming the Revolving Credit Facility is fully drawn, each 0.125% change in assumed blended interest rates would result in an approximately $8.0 million change in annual interest expense on indebtedness under the Senior Credit Facilities.

We may be unable to service our indebtedness, including the notes.

Our ability to make scheduled payments on and to refinance our indebtedness, including the notes, depends on and is subject to our financial and operating performance, which in turn is affected by general and regional economic, financial, competitive, business and other factors and reimbursement actions of governmental and commercial payors, all of which are beyond our control, including the availability of financing in the international banking and capital markets. Lower total revenue generally will reduce our cash flow. We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us in an amount sufficient to enable us to service our debt, including the notes, to refinance our debt or to fund our other liquidity needs.

If we are unable to meet our debt service obligations or to fund our other liquidity needs, we will need to restructure or refinance all or a portion of our debt, including the notes, which could cause us to default on our debt obligations and impair our liquidity. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our indebtedness could be at higher interest rates and may require us to comply with more onerous covenants that could further restrict our business operations.

Moreover, in the event of a default, the holders of our indebtedness, including the notes, could elect to declare all the funds borrowed to be due and payable, together with accrued and unpaid interest, if any. The lenders under the Revolving Credit Facility could also elect to terminate their commitments thereunder, cease making further loans and institute foreclosure proceedings against their collateral, and we could be forced into bankruptcy or liquidation. If we breach our covenants under the Senior Credit Facilities, we would be in default thereunder. The lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

The credit agreements that will govern the Senior Credit Facilities and the indenture that will govern the notes offered hereby will impose significant operating and financial restrictions on ParentCo and its restricted subsidiaries (including the issuers), which may prevent us from capitalizing on business opportunities.

The credit agreements that will govern the Senior Credit Facilities and the indenture that will govern the notes offered hereby will impose significant operating and financial restrictions on us. These restrictions will limit the ParentCo’s ability and the ability of its restricted subsidiaries (including the issuers) to, among other things:

- incur or guarantee additional debt or issue disqualified stock or preferred stock;
- pay dividends and make other distributions on, or redeem or repurchase, capital stock;
- make certain investments;
- incur certain liens;
- enter into transactions with affiliates;
- merge or consolidate;
- enter into agreements that restrict the ability of restricted subsidiaries to make dividends or other payments to the issuers or the guarantors;
- designate restricted subsidiaries as unrestricted subsidiaries; and
- transfer or sell assets.

ParentCo and its restricted subsidiaries (including the issuers) will be subject to covenants, representations and warranties in respect of the Senior Credit Facilities, including a financial covenant, only applicable to the

Revolving Credit Facility, as defined in the credit agreement that will govern the First Lien Credit Facilities. See "Description of Certain Other Indebtedness."

As a result of these restrictions, we will be limited as to how we conduct our business and we may be unable to raise additional debt or equity financing to compete effectively or to take advantage of new business opportunities. The terms of any future indebtedness we may incur could include more restrictive covenants. We cannot assure you that we will be able to maintain compliance with these covenants in the future and, if we fail to do so, that we will be able to obtain waivers from the lenders and/or amend the covenants.

Our failure to comply with the restrictive covenants described above as well as other terms of our indebtedness incurred in connection with the Transactions and/or the terms of any future indebtedness from time to time could result in an event of default, which, if not cured or waived, could result in our being required to repay these borrowings before their due date and may result in the acceleration of any other debt that is subject to an applicable cross-acceleration or cross-default provision. The lenders under the Revolving Credit Facility could also elect to terminate their commitments thereunder and cease making further loans. Furthermore, if we were unable to repay the amounts due and payable under the Senior Credit Facilities, those lenders could proceed against the collateral securing such indebtedness. In the event our lenders or holders of the notes accelerate the repayment of our borrowings, we may not have sufficient assets to repay that indebtedness or if we are forced to refinance these borrowings on less favorable terms or cannot refinance these borrowings, our results of operations and financial condition could be adversely affected.

A decline in our operating results or available cash could cause us to experience difficulties in complying with covenants contained in more than one agreement, which could result in our bankruptcy or liquidation.

If we were to sustain a decline in our operating results or available cash, we could experience difficulties in complying with the financial covenants contained in the indenture that will govern the notes and the credit agreements that will govern the Senior Credit Facilities. The failure to comply with such covenants could result in an event of default under the indenture that will govern the notes and/or the Senior Credit Facilities and by reason of cross-acceleration or cross-default provisions, other indebtedness may then become immediately due and payable. In addition, should an event of default occur, the lenders under our Revolving Credit Facility could elect to terminate their commitments thereunder, cease making loans or institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our Senior Credit Facilities to avoid being in default. If we breach our covenants under our Senior Credit Facilities and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under our Senior Credit Facilities, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

Repayment of our debt, including required principal and interest payments on the notes, is dependent on cash flow generated by our subsidiaries, which may be subject to limitations beyond our control.

Our subsidiaries own a substantial portion of our assets and conduct all of our operations. Accordingly, repayment of our indebtedness, including the notes, is dependent on the generation of cash flow by our subsidiaries and (if they are not guarantors of the notes) their ability to make such cash available to us, by dividend, debt repayment or otherwise.

Certain of our subsidiaries are subject to regulatory requirements of the jurisdictions in which they operate or other restrictions that may limit the amounts that subsidiaries can pay in dividends or other payments to us. Unless they are guarantors of the notes, ParentCo's subsidiaries do not have any obligation to pay amounts due on the notes or to make funds available to the issuers or the guarantors for that purpose. Our non-guarantor subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each non-guarantor subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our non-guarantor subsidiaries.

In the event that we are unable to receive distributions from subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

Prior to or when the First Lien Credit Facilities mature, we may not be able to refinance or replace them.

The Revolving Credit Facility will have an earlier maturity date than the notes. The First Lien Term Loan Facility will mature on or around the same date as the notes. Prior to or when the First Lien Credit Facilities mature, we may need to refinance them and may not be able to do so on favorable terms or at all. If we are able to refinance maturing indebtedness, the terms of any refinancing or alternate credit arrangements may contain terms and covenants that restrict our financial and operating flexibility. If we are unable to refinance the First Lien Credit Facilities prior to or when they mature, it could result in an event of default under the credit agreement that will govern the First Lien Credit Facilities. Moreover, the occurrence of an event of default under the credit agreement that will govern the First Lien Credit Facilities could result in an event of default under our other indebtedness, including the indenture that will govern the notes.

Claims of holders of the notes will be structurally subordinated to claims of creditors of certain of our subsidiaries that will not guarantee the notes.

The notes will not be guaranteed by certain of our existing and future subsidiaries. Only ParentCo's existing wholly-owned domestic restricted subsidiaries that guarantee indebtedness under the Senior Credit Facilities (other than Panther Co-Issuer, which will be a guarantor under the Senior Credit Facilities and a co-issuer of the notes) will initially guarantee the notes. Claims of holders of the notes will be structurally subordinated to the claims of creditors of these non-guarantor subsidiaries, including trade creditors, and will not be satisfied from the assets of these non-guarantor subsidiaries until their creditors are paid in full. As of and for the year ended December 31, 2023, our non-guarantor subsidiaries represented approximately 3% of our consolidated revenues, 1% of our consolidated assets, 1% of our consolidated liabilities and 5% of our consolidated EBITDA.

In addition, the guarantees of certain guarantors will be released in connection with a transfer of such guarantor in a transaction not prohibited by the indenture that will govern the notes or upon certain other events described in "Description of the Notes—Guarantees." See "—There are circumstances, other than the repayment or discharge of the notes, under which the collateral will be released automatically, without your consent or the consent of the Notes Collateral Agent, and you may not realize any payment upon the release of such collateral."

The indenture that will govern the notes offered hereby will permit these non-guarantor subsidiaries to incur certain additional debt and will not limit their ability to incur other liabilities that are not considered indebtedness thereunder.

Sales of assets by the issuers and the guarantors could reduce the collateral and the related guarantees.

The security documents that will relate to the notes offered hereby will allow the issuers and the guarantors to remain in possession of, retain exclusive control (except with respect to certain pledged collateral delivered for purposes of perfection) over, freely operate and collect, invest and dispose of any income from, the collateral. To the extent an issuer or a guarantor sells any assets that constitute such collateral, the proceeds from such sale will be subject to the liens securing the notes offered hereby and the related guarantees only to the extent such proceeds would otherwise constitute collateral securing the notes offered hereby and the related guarantees under the security documents. Such proceeds will also be subject to the security interests of certain creditors other than the holders of the notes, some of which may be senior or prior to the liens held by the holders of the notes, or may have a lien on those assets that is *pari passu* with the lien of the holders of the notes (including the liens on the collateral held by the lenders under the First Lien Term Loan Facility and the Revolving Credit Facility). To the extent the proceeds from any sale of collateral do not constitute collateral under the security documents, the pool of assets securing the notes and the related guarantees will be reduced, and the notes and the related guarantees will not be secured by such proceeds.

The value of the collateral securing the notes offered hereby and the related guarantees may not be sufficient to satisfy our obligations under the notes.

Obligations under the notes will be secured on a *pari passu* basis with the First Lien Credit Facilities and on a senior basis to the Second Lien Term Loan Facility. No appraisal of the value of the collateral has been made in connection with this offering, and we cannot assure you that the value of the collateral is equal to or greater than our obligations with respect to the notes, the guarantees and the First Lien Credit Facilities. In addition, the fair market value of the collateral is subject to fluctuations based on factors that include, among others, general economic conditions. The amount to be received upon a sale of the collateral would be dependent on numerous factors, including, but not limited to, the actual fair market value of the collateral at such time, the timing and the manner of the sale and the availability of buyers. Likewise, we cannot assure you that the collateral will be saleable or, if saleable, that there will not be substantial delays in its liquidation. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the collateral may not be sold in a timely or orderly manner, and the proceeds from any sale or liquidation of the collateral may not be sufficient to satisfy the issuers' and the guarantors' obligations under the notes, the guarantees, the First Lien Credit Facilities and any future debt that is secured by the collateral. The indenture will allow us to incur additional secured debt, including under certain circumstances, secured debt that will share in the collateral that will secure the notes and the guarantees.

To the extent that pre-existing liens, liens permitted under the indenture and other rights, such as those securing certain purchase money obligations and capital lease obligations granted to other parties (in addition to the holders of obligations secured by first-priority liens), encumber any of the collateral, those parties have or may exercise rights and remedies with respect to the collateral that could adversely affect the value of the collateral and the ability of the Notes Collateral Agent or the holders of the notes to realize or foreclose on the collateral.

The security interests in the collateral also will be subject to practical problems generally associated with the realization of security interests in collateral. For example, the consent of a third-party may be required to obtain or enforce a security interest in a contract. We cannot assure you that any such consent could be obtained. We also cannot assure you that the consents of any third parties will be given when and if required to facilitate a foreclosure on such assets. Accordingly, the Notes Collateral Agent may not have the ability to foreclose upon those assets and the value of the collateral may be significantly impaired. In addition, our business requires compliance with numerous U.S. federal, state, provincial and local license and permit requirements. Continued operation of our properties that are part of the collateral will depend on the continued compliance with such license and permit requirements to the extent applicable, and our business and the value of the collateral may be adversely affected if we fail to comply with these requirements or changes in these requirements. In the event of foreclosure, the transfer of such permits and licenses may be prohibited or may require us to incur significant cost and expense. Furthermore, we cannot assure you that the applicable governmental authorities will consent to the transfer of all such permits. If the regulatory approvals required for such transfer are not obtained or are delayed, the foreclosure may be delayed, our operations may be shut down and the value of the collateral may be significantly impaired.

There may not be sufficient collateral to pay off any amounts we may borrow under the notes, the First Lien Credit Facilities and any other secured indebtedness we incur that ranks *pari passu* with or prior to the notes.

Consequently, liquidating the collateral may not result in proceeds in an amount sufficient to pay any amounts due under the notes, the First Lien Credit Facilities and such other *pari passu* lien indebtedness after satisfying the obligations to pay any creditors with prior liens. If the proceeds of the sale of the collateral pledged in relation to the notes are not sufficient to repay all amounts due on the notes, the First Lien Credit Facilities and such other *pari passu* lien indebtedness, the holders of the notes (to the extent not repaid from the proceeds of the sale of the collateral) would have only an unsecured claim against the issuers' and the guarantors' remaining assets, which may not be sufficient to repay our obligations under the notes.

In any bankruptcy proceeding with respect to an issuer or any of the guarantors that have guaranteed the notes, it is possible that the bankruptcy trustee, the debtor-in-possession or competing creditors will assert that the fair market value of the collateral with respect to the notes on the date of the bankruptcy filing was less than the then-current principal amount of the notes and all of our other outstanding obligations secured by a senior or *pari passu* lien on the collateral. Upon a finding by the bankruptcy court that the notes are undercollateralized, the claims in the bankruptcy proceeding with respect to the notes would be bifurcated between a secured claim and an unsecured deficiency claim, and such unsecured claim would not be entitled to the benefits of security in the collateral. In such event, the secured claims of the holders of the notes would be limited to the value of the collateral. In addition, the holders of the notes would not be entitled to receive post-petition interest or applicable fees, costs, expenses, or charges to the extent the amount of the obligations due under the notes, the First Lien Credit Facilities and such other *pari passu* lien indebtedness exceeded the value of the collateral, or any "adequate protection" on account of any undersecured portion of the notes.

The Notes Collateral Agent may not be the Applicable Authorized Representative under the Pari Passu Intercreditor Agreement.

The rights of the holders of the notes with respect to the collateral that will secure the notes will be subject to the Pari Passu Intercreditor Agreement. Under the Pari Passu Intercreditor Agreement, any actions that may be taken with respect to collateral, including the ability to cause the commencement of enforcement proceedings against such collateral or to control such proceedings, will be initially at the direction of the First Lien Credit Facilities Collateral Agent until 120 days after the occurrence of an event of default under the agreement governing and acceleration of the series of obligations representing the next largest outstanding principal amount of indebtedness having Pari Passu Lien Priority (as defined under "Description of the Notes") and applicable notice from the collateral agent with respect to such obligations; provided that such 120-day period shall be stayed with respect to any collateral if the First Lien Credit Facilities Collateral Agent has commenced and is diligently pursuing an enforcement action with respect to such collateral or the grantor of the security interest in such collateral (whether an issuer or the applicable guarantor) is then a debtor under or with respect to (or otherwise subject to) an insolvency or liquidation proceeding. In addition, under the terms of the Pari Passu Intercreditor Agreement, if at any time the Applicable Authorized Representative (as defined under "Description of the Notes") forecloses upon or otherwise exercises remedies against any collateral resulting in a sale thereof, the lien securing the notes and the guarantees on such collateral will be automatically released and discharged.

If an issuer issues additional indebtedness that is senior to or equal in priority to the lien securing such issuer's notes in the future in a greater principal amount than the notes, then the authorized representative for such additional indebtedness would be next in line to exercise rights under the Pari Passu Intercreditor Agreement, rather than the Notes Collateral Agent. Accordingly, the Notes Collateral Agent may never have the right to control remedies and take other actions with respect to the collateral.

In addition, under the terms of the Pari Passu Intercreditor Agreement, if at any time the Applicable Authorized Representative forecloses upon or otherwise exercises remedies against any collateral resulting in a sale thereof, the lien securing the notes on such collateral will be automatically released and discharged. The collateral so released will no longer secure the issuers' and the guarantors' obligations under the notes and the related guarantees. The holders of the notes will also waive certain important rights otherwise available to secured creditors in a bankruptcy, as the Pari Passu Intercreditor Agreement will prohibit the Trustee and the Notes Collateral Agent from objecting following the filing of a bankruptcy petition to a proposed debtor-in-possession financing to be provided to us that is secured by the collateral or to the use of cash collateral that has not been opposed to or objected to by the Applicable Authorized Representative or the other controlling secured parties, subject to certain conditions and limited exceptions. After such a filing, the value of the collateral could materially deteriorate, and holders of the notes would be unable to raise an objection.

Also, under the Pari Passu Intercreditor Agreement, in the event that the holders of the notes obtain possession of any collateral or realize any proceeds or payment in respect of any such collateral at any time prior to the discharge of each of the other *pari passu* obligations, then such holders will be obligated to hold such collateral, proceeds, or payment in trust for the other holders of such obligations and, subject to the Pari Passu Intercreditor Agreement, promptly transfer such collateral, proceeds or payment, as the case may be, to the Applicable Authorized Representative, to be distributed in accordance with the provisions of the Pari Passu Intercreditor Agreement among all the holders of such obligations. Thus, under the Pari Passu Intercreditor Agreement, the holders of the notes may be obligated to turn over to the other holders of the *pari passu* obligations any collateral, proceeds or payments they may receive.

Many of the covenants in the indenture that will govern the notes will not apply to us if the notes are rated investment grade by any two of Moody's, S&P and Fitch.

Many of the covenants in the indenture that will govern the notes will cease to apply to the notes during such time, if any, as the notes are rated investment grade by any two of Moody's, S&P and Fitch, provided that at such time no default or event of default has occurred and is continuing. Although there can be no assurance that the notes will ever be rated investment grade, or if they are rated investment grade, that the notes will maintain these ratings, any suspension of the covenants under the indenture that will govern the notes would allow us to engage in certain transactions that would not be permitted while these covenants were in effect. To the extent any suspended covenants are subsequently reinstated, any actions taken by us while the covenants were suspended would not result in an event of default under the indenture that will govern the notes on the basis that such actions would have been prohibited by the covenants. See "Description of the Notes—Certain Covenants."

Federal and state fraudulent transfer or fraudulent conveyance laws permit a court, under certain circumstances, to void the notes and the guarantees (and the related security interests), and, if that occurs, you may not receive any payments on the notes.

The issuance of the notes and the guarantees (and the related security interests) may be subject to review under federal and state fraudulent transfer and fraudulent conveyance statutes if a bankruptcy, liquidation or reorganization case or a lawsuit, including under circumstances in which bankruptcy is not involved, were commenced at some future date by the issuers, by the guarantors or by or on behalf of our unpaid creditors or the unpaid creditors of a guarantor. While the relevant laws may vary from jurisdiction to jurisdiction, the incurrence of the obligations in respect of the notes and the guarantees (and the related security interests), will generally be a fraudulent conveyance or fraudulent transfer if (i) the transactions relating to the issuance of the notes or guarantees (or the related security interests) were undertaken with the intent of hindering, delaying or defrauding creditors or (ii) an issuer or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing either the notes or a guarantee (or the related security interests) and, in the case of (ii) only, any one of the following is also true:

- an issuer or any of the guarantors was insolvent or rendered insolvent by reason of issuing the notes or the guarantees (or the related security interests);

- the issuance of the notes or guarantees (or the related security interests) left an issuer or any of the guarantors with an unreasonably small amount of capital to carry on the business in which such issuer or such guarantor was engaged or about to engage; or

- an issuer or any of the guarantors intended to, or believed that we or it would, incur debts beyond our or its ability to pay as they become due.

If a court were to find that the issuance of the notes or a guarantee (or the related security interests) was a fraudulent conveyance or fraudulent transfer, the court could void the payment obligations under the notes or such guarantee or further subordinate the notes or such guarantee to presently existing and future indebtedness of such issuer or such guarantor, or require the holders of the notes to repay any amounts received with respect to the notes or such guarantee, or the holders of the notes could lose the benefits such security interests were intended to provide. In the event of a finding that a fraudulent conveyance or fraudulent transfer occurred, you may not receive any repayment on the notes. Further, the voidance of the notes could result in an event of default with respect to our other debt and that of the guarantors that could result in acceleration of such debt.

The measures of insolvency for purposes of fraudulent conveyance or fraudulent transfer laws vary depending upon the law of the jurisdiction that is being applied, such that we cannot be certain as to: the standards a court would use to determine whether or not the issuers or the guarantors were solvent at the relevant time, or, regardless of the standard that a court uses, that it would not determine that the issuers or a guarantor was indeed insolvent on that date; that any payments to the holders of the notes (including under the guarantees) did not constitute preferences, fraudulent transfers or conveyances on other grounds; or that the issuance of the notes and the guarantees would not be subordinated to the issuers' or any guarantor's other debt.

Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is satisfied. A court would likely find that an issuer or a guarantor did not receive reasonably equivalent value or fair consideration for the notes or such guarantee (or the related security interests) if such issuer or such guarantor did not substantially benefit directly or indirectly from the issuance of the notes or the applicable guarantee (or the related security interest). Thus, if the guarantees were legally challenged, any guarantee could be subject to the claim that, since the guarantee was incurred for the issuers' benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than reasonably equivalent value or fair consideration. Therefore, a court could void the obligations under the guarantees, subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the notes.

To the extent a court avoids any of the guarantees as fraudulent transfers or fraudulent conveyances or holds any of the guarantees unenforceable for any other reason, the holders of notes would cease to have any direct claim against the applicable guarantor. If a court were to take this action, the applicable guarantor's assets would be applied first to satisfy the applicable guarantor's other liabilities, if any, and might not be applied to the payment of the guarantee. Sufficient funds to repay the notes may not be available from other sources, including the remaining guarantors, if any. In addition, the court might direct you to repay any amounts that you already received from the applicable issuer or the applicable guarantor.

Although each guarantee entered into in connection with the notes will contain a provision intended to limit that guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer or fraudulent conveyance, this provision may not be effective as a legal matter or otherwise to protect those guarantees from being avoided under fraudulent transfer or fraudulent conveyance law or otherwise, or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless.

In addition, any payment by an issuer pursuant to the notes or by a guarantor under a guarantee made at a time such issuer or such guarantor was found to be insolvent could be voided as a preferential transfer and required to be returned to such issuer or such guarantor or to a fund for the benefit of such issuer's or such guarantor's creditors if such payment is made to an insider within a one-year period prior to a bankruptcy filing or within 90 days for any non-insider party, and such payment would give such insider or non-insider party more than such creditors would have received in a distribution under the U.S. Bankruptcy Code in a hypothetical Chapter 7 case.

Finally, as a court of equity, the bankruptcy court may otherwise subordinate the claims in respect of the notes or the guarantees to other claims against the issuers or the guarantors under the principle of equitable subordination, if the court determines that: (i) the holder of the notes engaged in some type of inequitable conduct; (ii) such inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holder of the notes; and (iii) equitable subordination is not inconsistent with the provisions of the U.S. Bankruptcy Code.

If we or a guarantor become the subject of a bankruptcy proceeding, applicable bankruptcy laws may limit your ability to realize value from the collateral or to receive post-petition interest, fees or expenses.

The right of the Notes Collateral Agent to foreclose upon, repossess and dispose of the collateral during the continuance of an event of default under the indenture that will govern the notes is likely to be significantly impaired (or at a minimum delayed) by applicable bankruptcy law if a bankruptcy case were to be commenced by or against an issuer or a guarantor before the Notes Collateral Agent repossessed and disposed of the collateral.

In particular, upon the commencement of a case under the U.S. Bankruptcy Code, a secured creditor such as the Notes Collateral Agent is prohibited from foreclosing upon or repossessing its collateral from a debtor in a bankruptcy case, or from disposing of collateral previously repossessed from such debtor, without prior bankruptcy court approval, which may not be given under the circumstances. Moreover, the U.S. Bankruptcy Code permits the debtor to continue to retain and use cash and other collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of a secured creditor's interest in its collateral as of the commencement of the bankruptcy case and may include cash payments or the granting of additional or replacement collateral if and at such times as the bankruptcy court in its discretion determines that the value of the secured creditor's interest in its collateral is declining during the pendency of the bankruptcy case. A bankruptcy court may determine that a secured creditor may not require compensation for a diminution in the value of its collateral if the value of the collateral exceeds the debt it secures.

In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary power of a bankruptcy court, it is impossible to predict:

- whether or when payments under the notes could be made following the commencement of a bankruptcy case by the issuers or a guarantor, or the length of any delay in making such payments;

- whether or when the Notes Collateral Agent could or would repossess or dispose of the collateral;

- the value of the collateral at the time of the bankruptcy petition or at any other point in time thereafter; or

- whether or to what extent the holders of the notes would be compensated for any delay in payment or loss of value of the collateral through the requirement for "adequate protection" or otherwise.

Any disposition of the collateral during a bankruptcy case would also require prior permission from the bankruptcy court (which may not be given under the circumstances). Furthermore, in the event a bankruptcy court determines the value of the collateral is not sufficient to repay all amounts due on our other debt that is also to be paid first out of the proceeds of the collateral (including our obligations under the First Lien Term Loan Facility and the Revolving Credit Facility), the holders of the notes would hold a secured claim only to the extent of the value of the collateral to which the noteholders are entitled and an unsecured claim with respect to any shortfall. The U.S. Bankruptcy Code permits the payment and accrual of post-petition interest, costs, expenses and attorneys' fees or "adequate protection" to a secured creditor during a debtor's bankruptcy case only to the extent the value of its collateral is determined by the bankruptcy court to exceed the aggregate outstanding principal amount of the obligations secured by the collateral, and such amounts would not be permitted to be paid if the collateral value is not sufficient.

Also, the Pari Passu Intercreditor Agreement will impose various limitations on the notes noteholders with respect to their rights to object to proposed debtor-in-possession financing and/or the use of cash collateral that has not been opposed to or objected to by the Applicable Authorized Representative or the other controlling secured parties.

Rights of holders of the notes in the collateral may be adversely affected by the failure to create or perfect the security interests.

The collateral securing the notes and the related guarantees will include substantially all of the issuers' and the guarantors' tangible and intangible assets which assets also secure the issuers' and the guarantors' indebtedness under the Senior Credit Facilities, whether now owned or acquired or arising in the future. Applicable law requires that a security interest in certain tangible and intangible assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. The liens on the collateral securing the notes may not be perfected if we are not able to take the actions necessary to perfect any of these liens on or prior to the date of the issuance of the notes or thereafter as the indenture will permit us to perfect certain liens after the issue date. We will have limited obligations to perfect the security interest of the holders of the notes in specified collateral other than the filing of financing statements. To the extent a security interest in certain collateral is not properly perfected on the date of the issuance of the notes, such security interest might be avoidable in bankruptcy, which could impact the value of the collateral. See "—Any future security interest or guarantee may be avoidable in bankruptcy."

If additional material wholly-owned domestic restricted subsidiaries are formed or acquired and become guarantors under the indenture that will govern notes, additional financing statements would be required to be filed to perfect the security interest in the assets of such guarantors. Depending on the type of the assets constituting after-acquired collateral, additional action may be required to perfect the security interest in such assets. Applicable law requires that certain property and rights acquired after the grant of a general security interest can be perfected only at the time such property and rights are acquired and identified. Neither the Trustee nor the Notes Collateral Agent will be responsible to monitor, and the issuers may not inform the Trustee or the Notes Collateral Agent of, the future acquisition of property and rights that constitute collateral, and that the necessary action will be taken to properly perfect the security interest in such after-acquired collateral. None of the Trustee, the Notes Collateral Agent and the First Lien Credit Facilities Collateral Agent will have any obligation to monitor the acquisition of additional property or rights that constitute collateral or monitor the perfection of, or make filings to perfect or maintain the perfection of, any security interests therein. Such inaction may result in the loss of the security interest in such collateral or the priority of the security interest in favor of the notes and the guarantees against third parties. Even if the liens on collateral acquired or arising in the future are not properly perfected, such liens may potentially be avoidable as a preference or as a fraudulent conveyance or fraudulent transfer in any bankruptcy proceeding under certain circumstances. See "—Any future security interest or guarantee may be avoidable in bankruptcy" and "—Federal and state fraudulent transfer or fraudulent conveyance laws permit a court, under certain circumstances, to void the notes and the guarantees (and the related security interests), and, if that occurs, you may not receive any payments on the notes."

Security interests over certain collateral will not be in place on the Completion Date or will not be perfected on such date and such security interests may face a greater risk of being voidable as a preference.

Certain security will not be in place on the Completion Date or will not be perfected on such date. Consequently, if a default should occur prior to the perfection of such security interests, holders of the notes may not benefit from any such unperfected security interests.

The delivery of security interests in certain collateral, including after-acquired property, is also expected to be made after the Completion Date. If the grantor of any such security interest were to become subject to a bankruptcy proceeding, any liens recorded or perfected or any mortgages delivered after the Completion Date would face a greater risk of being invalidated than if they had been recorded, perfected or delivered on the Completion Date. In bankruptcy proceedings commenced within 90 days of lien perfection or mortgage delivery, a lien or mortgage given to secure previously existing debt is significantly more likely to be voided as a preference by the bankruptcy court than if delivered and promptly recorded on the Completion Date (or within 30 days thereof). Accordingly, if a grantor were to file for bankruptcy protection after the Completion Date and the liens had been perfected or the mortgages had been delivered less than 90 days before commencement of such bankruptcy proceeding (or within a year for an "insider"), or not yet perfected or delivered at all, the liens or mortgages securing the notes may be especially subject to challenge as a result of having not been perfected or delivered on the Completion Date (or within 30 days thereof). To the extent that such challenge succeeded, you would lose the benefit of the security that the collateral was intended to provide and could be required to return amounts already paid.

If the grantor of any such security interest were to become subject to a bankruptcy proceeding, any liens recorded or perfected or any mortgage or security interest in collateral delivered by such grantor after the Completion Date may face a greater risk of being voidable as a preference under bankruptcy law than if such liens or security interests had been recorded, perfected or delivered on the Completion Date (or within 30 days thereof). Liens recorded or perfected or any mortgages delivered after the Completion Date (or within 30 days thereof) may be treated under bankruptcy law as if they were delivered to secure previously existing indebtedness. If certain circumstances exist or occur (including if the person pledging or granting such security interest is insolvent at the time of the pledge or grant of the security interest), if the pledge or security interest permits the holders of the notes to receive a greater recovery than such holders would have received in a distribution in a hypothetical Chapter 7 case under the U.S. Bankruptcy Code than if the security interest had not been pledged or granted, and a bankruptcy proceeding in respect of the grantor is commenced within 90 days following the pledge or grant, or, within a one-year period if it is granted or pledged to an insider, such pledge or grant of such security interest may face a greater risk of being voidable as a preference under bankruptcy law by the pledgor (as debtor in possession) or by its trustee in bankruptcy or other third parties. To the extent that any such grant or pledge is voided as a preference, you would lose the benefit of the security interest in the applicable collateral.

Results of the lien searches have not yet been obtained and lien searches may not reveal all liens on the collateral.

Results of the lien searches have not yet been obtained and we cannot guarantee that the lien searches on the collateral that will secure the notes and guarantees thereof will reveal any or all existing liens on such collateral. Any such existing lien, including undiscovered liens, could be significant, could rank prior to the liens securing the notes and guarantees thereof and could have an adverse effect on the ability of the Notes Collateral Agent to realize or foreclose upon the collateral securing the notes and guarantees thereof.

The imposition of certain permitted liens will, under certain circumstances, permit the liens on the related assets securing the notes and the related guarantees to be either subordinated to such permitted liens or released. There are also certain other assets that are also excluded from the collateral.

The indenture that will govern the notes will permit liens in favor of third parties to secure additional indebtedness, including purchase money indebtedness and capital lease obligations, and, in the case of certain of such liens, the liens on the related assets securing the notes and the related guarantees may, under certain circumstances, be either subordinated to such permitted liens or released. Our ability to incur additional indebtedness and liens on such additional indebtedness in favor of third parties is subject to limitations as described herein under the headings "Description of the Notes." In addition, certain assets are excluded from the collateral securing the notes and the related guarantees, as discussed under "Description of the Notes—Security." If an event of default occurs and the maturity of the notes is accelerated, the notes and the related guarantees will rank *pari passu* with the holders of other unsecured indebtedness of the relevant obligor with respect to such excluded assets. As a result, if the value of the assets pledged as security for the notes is less than the value of the claims of the holders of the notes, those claims may not be satisfied in full before the claims of our unsecured creditors are paid.

There are circumstances, other than the repayment or discharge of the notes, under which the collateral will be released automatically, without your consent or the consent of the Notes Collateral Agent, and you may not realize any payment upon the release of such collateral.

Under various circumstances, the collateral will be released automatically, without action by, or consent of, any holder of the notes or the Trustee under the indenture that will govern the notes, including:

- upon a sale, transfer or other disposition of such collateral (to a person that is not an issuer or a guarantor) in a transaction not prohibited under the indenture that will govern the notes. See "Description of the Notes—Release of Collateral";

- with respect to collateral held by a guarantor of the notes, upon the release of such guarantor from its guarantees in accordance with the indenture that will govern the notes;

- pursuant to the terms of the Pari Passu Intercreditor Agreement, upon any release in connection with a foreclosure or exercise of remedies with respect to such collateral by the Applicable Authorized Representative in accordance with the terms of the Pari Passu Intercreditor Agreement; and

- if the notes have achieved Investment Grade Status (as defined herein).

The indenture that will govern the notes will also permit us to designate one or more of ParentCo's restricted subsidiaries that is a guarantor of the notes as an unrestricted subsidiary. If the issuers designate a guarantor as an unrestricted subsidiary for purposes of the indenture that will govern the notes, all of the liens on any collateral owned by that subsidiary or any of its subsidiaries and any guarantees of the notes by that subsidiary or any of its subsidiaries will be released under the indenture that will govern the notes. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released. In addition, the creditors of any such unrestricted subsidiary and its subsidiaries will have a claim on the assets of the unrestricted subsidiary and its subsidiaries senior to the claim of the holders of the notes.

You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those non-guarantor subsidiaries will be structurally senior to claims of noteholders.

The lenders under the First Lien Credit Facilities have the discretion to release any guarantor under the First Lien Credit Facilities in a variety of circumstances, which will cause such guarantor to be released from its guarantee of the notes.

While any obligations under the First Lien Credit Facilities remain outstanding, a guarantor's guarantee of the notes may be released without action by, or consent of, any holder of the notes or Trustee under the indenture that will govern the notes, at the discretion of lenders under the First Lien Credit Facilities, if the guarantor no longer guarantees obligations under the Senior Credit Facilities. See "Description of the Notes." The lenders under the First Lien Credit Facilities have the discretion to release the guarantees under the First Lien Credit Facilities in a variety of circumstances. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those non-guarantor subsidiaries will be structurally senior to claims of noteholders.

Any future security interest or guarantee may be avoidable in bankruptcy.

Collateral pledged or perfected upon, or guarantees issued, after the issue date of the notes may be treated under bankruptcy law as if they were pledged or perfected upon to secure, or delivered to guarantee, as applicable, previously existing indebtedness. Any future pledge or perfection of collateral or issuance of a guarantee in favor of the holders of the notes (including any Liens delivered or reinstated after the Reversion Date and/or pursuant to guarantees delivered in connection therewith after the date the notes are issued) may be avoidable by the pledgor (as a debtor in possession), guarantor (as a debtor in possession), by its trustee in bankruptcy, or potentially by other creditors if certain events or circumstances exist or occur, including, among others, if (1) the pledgor or guarantor is insolvent at the time of the pledge or perfection and/or issuance of the guarantee, (2) the pledge or perfection and/or issuance of the guarantee (as applicable) permits the holders of the notes to receive a greater recovery in a hypothetical Chapter 7 case than if such pledge or perfection and/or guarantee (as applicable) had not been given and (3) a bankruptcy proceeding in respect of the pledgor or guarantor is commenced within 90 days following the pledge or the perfection thereof as the case may be, and/or the issuance of the guarantee (as applicable), or, in certain circumstances, one year. Accordingly, if an issuer or any guarantor were to file for bankruptcy protection after the issue date of the notes and any pledge of collateral not pledged, or any guarantees not issued, on the issue date of the notes had been pledged or perfected or issued (as applicable) less than 90 days before the commencement of such bankruptcy proceeding, such pledges or guarantees are materially more likely to be avoided as a preference by the bankruptcy court than if delivered on the issue date of the notes (even if the other guarantees or liens (as applicable) issued and/or perfected on the issue date of the notes would no longer be subject to such risk). To the extent that the grant or perfection of any such security interest and/or guarantee is avoided as a preference or otherwise, you would lose the benefit of the security interest and/or guarantee (as applicable) and could have to return payments or property to us.

Because each guarantor's liability under its guarantees may be reduced to zero, voided or released under certain circumstances, holders of notes may not receive any payments from some or all of the guarantors.

Holders of notes have the benefit of the guarantees of the guarantors. However, the guarantees by the guarantors are limited to the maximum amount that the guarantors are permitted to guarantee under applicable law.

As a result, a guarantor's liability under its guarantee could be reduced to zero, depending upon the amount of other obligations of such guarantor. Further, under the circumstances discussed more fully above, a court under federal or state fraudulent conveyance and fraudulent transfer statutes could void the obligations under a guarantee or further subordinate it to all other obligations of the guarantor. See "—Federal and state fraudulent transfer or fraudulent conveyance laws permit a court, under certain circumstances, to void the notes and the guarantees (and the related security interests), and, if that occurs, you may not receive any payments on the notes." In addition, you will lose the benefit of a particular guarantee if it is released under certain circumstances described under "Description of the Notes—Guarantees."

We may not be able to finance a change of control offer or asset sale offer required by the indenture that will govern the notes.

Upon a change of control, as defined under the indenture that will govern the notes, you will have the right to require the issuers to offer to purchase all of the notes then outstanding at a price equal to 101% of the principal amount of the notes, plus accrued interest, if any, to, but excluding, the date of purchase in certain circumstances. In order to obtain sufficient funds to pay the purchase price of the outstanding notes, we expect that we would have to refinance the notes. We cannot assure you that we would be able to refinance the notes on reasonable terms, if at all. The issuers' failure to offer to purchase all outstanding notes or to purchase all validly tendered notes would be an event of default under the indenture that will govern the notes. Such an event of default may cause the acceleration of our other debt, including debt under the Senior Credit Facilities. Our future debt also may contain restrictions on repayment requirements with respect to specified events or transactions that constitute a change of control under the indenture that will govern the notes.

In addition, upon the occurrence of certain specified asset sales, the issuers will be required to offer to purchase outstanding notes and indebtedness under the Senior Credit Facilities, at 100% of the principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase in certain circumstances. The source of funds for any such purchase of the notes will be the issuers' available cash or cash generated from the issuers' operations or other sources, including borrowings, sales of assets or sales of equity. The issuers may not be able to purchase the notes upon such an asset sale offer because the issuers may not have sufficient financial resources at the time of such asset sale to make the required purchase of notes and such other indebtedness, or because restrictions in the issuers' other indebtedness will not allow such purchase of the notes. Any of the issuers' future debt agreements may contain similar provisions.

Accordingly, if such an asset sale were to occur, the issuers may not have sufficient financial resources to purchase the notes and such other indebtedness that the issuers would be required to offer to purchase or that become immediately due and payable as a result. The issuers may require additional financing from third parties to fund any such purchases, and we cannot assure you that we would be able to obtain financing on satisfactory terms or at all. See "Description of the Notes—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock." The issuers' failure to pay holders tendering notes and such other indebtedness upon such an asset sale would result in an event of default under the indenture that will govern the notes.

We can enter into transactions like recapitalizations, reorganizations and other highly leveraged transactions that do not constitute a change of control but that could adversely affect the holders of the notes.

Certain important corporate events, such as leveraged recapitalizations, may not, under the indenture that will govern the notes, constitute a "change of control" that would require the issuers to purchase the notes, notwithstanding the fact that such corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the notes. Therefore, we could, in the future, enter into certain transactions, including acquisitions, reorganizations, refinancings or other recapitalizations, which would not constitute a change of control under the indenture that will govern the notes, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings.

Holders of notes may not be able to determine when a change of control giving rise to their right to have the notes purchased has occurred following a sale of "substantially all" of our assets.

The definition of change of control in the indenture that will govern the notes includes a phrase relating to the sale of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of notes to require the issuers to purchase its notes as a result of a sale of less than all our assets to another person may be uncertain. See "Description of the Notes—Repurchase at the Option of Holders—Change of Control."

An active trading market may not develop for the notes.

We cannot assure you that an active trading market will develop for the notes. We do not intend to apply for listing of the notes on any securities exchange or on any automated dealer quotation system. Although we have been informed by certain of the initial purchasers that they currently intend to make a market for the notes, they are not obliged to do so and any market making may be discontinued at any time without notice.

The liquidity of, and trading market for, the notes may also be adversely affected by, among other things:

- changes in the overall market for securities similar to the notes;
- changes in our financial performance or prospects;
- the prospects for companies in our industry generally;
- the number of holders of the notes;
- the interest of securities dealers in making a market for the notes;
- the conditions of the financial markets; and
- prevailing interest rates.

The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future, which could have an adverse effect on the market prices of the notes.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities that are similar to the notes. We cannot assure you that the market, if any, for any of the notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance, and other factors. You should be aware that you may be required to bear the financial risk of an investment in the notes for an indefinite period of time.

There are restrictions on transfer on your ability to transfer or resell the notes.

The notes are being offered and sold pursuant to an exemption from registration under the Securities Act and applicable state securities laws. Therefore, you may transfer or resell the notes in the U.S. only in a transaction registered under or exempt from the registration requirements of the Securities Act and applicable state securities laws, and you may be required to bear the risk of your investment for an indefinite period of time. The issuers are not obligated to register the notes under the Securities Act or to offer to exchange the notes in an exchange offer registered under the Securities Act. As a result, for so long as the notes remain outstanding, they may be transferred or resold only in transactions exempt from the registration requirements of federal and applicable state securities laws.

The indenture that will govern the notes will not be qualified under the Trust Indenture Act and we will not be required to comply with the provisions of the Trust Indenture Act.

The indenture that will govern the notes will not be qualified under the Trust Indenture Act and we will not be required to comply with the provisions of the Trust Indenture Act. Therefore, holders of the notes will not be entitled to the benefit of the provisions and protection of the Trust Indenture Act except to the extent there are similar provisions in the indenture that will govern the notes.

We are not providing all of the information that would be required if this offering were being registered with the SEC.

This offering memorandum does not include all of the information that would be required if we were registering this offering of the notes with the SEC. In particular, this offering memorandum does not comply with SEC requirements for registered offerings regarding the presentation of financial statements, and includes "pro forma" financial information that is not determined or calculated in accordance with the SEC's rules and regulations. The reduced financial statement disclosure and such "pro forma" information could impair your ability to evaluate your investment in the notes. We cannot assure you that our historical financial information or such "pro forma" information set forth in this offering memorandum will be indicative of our future financial performance or our ability to meet our obligations, including repayment of the notes. We urge you to consider this factor in connection with your evaluation of your investment in the notes.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant, such as adverse changes in our business. A negative change in or an indication of a possible negative change in any of our ratings could have an adverse effect on the trading and market price of the notes. A suspension, reduction or withdrawal at any time of any credit rating by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financings, including the interest rate on the Senior Credit Facilities, or result in higher borrowing costs. Any future lowering of our ratings likely would make it more difficult or more expensive for us to obtain additional debt financing. If any credit rating initially assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell such notes without a substantial discount.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may adversely affect the market price or liquidity of the notes.

Credit rating agencies continually revise their ratings for the companies that they follow, including us. Credit rating agencies also evaluate our industry as a whole and may change their credit ratings for us based on their overall view of our industry. The notes offered hereby will have a non-investment grade rating on the issue date. There can be no assurances that such rating will remain for any given period of time or that such rating will not be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. Credit ratings are not recommendations to purchase, hold or sell the notes, and may be revised or withdrawn at any time. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes. If the credit rating of the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

The terms of the Senior Credit Facilities have not yet been finalized.

The credit agreements relating to the Senior Credit Facilities have not been finalized. Our ability to successfully syndicate the Senior Credit Facilities is subject to market conditions and we cannot assure you that the Senior Credit Facilities will be successfully syndicated on the terms described herein. Future changes in market conditions may result in changes to the terms for the Senior Credit Facilities, including pricing, that are less favorable to us and may increase our interest expense and adversely affect our business.

The indenture that will govern the notes will contain periodic reporting requirements that will be different and less burdensome than would be applicable to us if we had agreed to register the notes immediately following the closing of the offering.

The indenture that will govern the notes will require us to provide annual, quarterly and certain material current reports to the holders of the notes and the Trustee. The content of the reports required by the indenture will, however, be more limited than if we were subject to the reporting requirements of the Exchange Act. See "Description of the Notes—Certain Covenants—Reports and Other Information."

Unless the Acquisition will be consummated on the closing date of this offering, between the time of the issuance of the notes and the consummation of the Acquisition, the parties to the Acquisition Agreement may agree to modify or waive the terms or conditions of such document without noteholder consent.

Prior to the consummation of the Acquisition, the parties to the Acquisition Agreement may agree to amendments or waivers of, or consents to departures or deviations from, the terms thereof and holders of the notes will not have the ability to veto any such actions. Although no such amendment, waiver or consent is presently contemplated, if the parties to the Acquisition Agreement decide to make changes to the terms thereof (including to the purchase price) or to waive conditions thereunder, the holders of the notes will not be able to prevent the release of the Escrowed Property to fund the Acquisition as a result of any such action and will not have any veto or consent rights in respect of any such actions.

Unless the Acquisition will be consummated on the closing date of this offering, if the Escrow Conditions are not satisfied, the Escrow Issuers will be required to redeem the notes, which means that you may not obtain the return you expect on the notes.

Unless the Acquisition will be consummated on the closing date of this offering, the gross proceeds from this offering of the notes will be deposited into the Escrow Account. The release of the Escrowed Property to the Escrow Issuers to consummate the Acquisition will be subject to the satisfaction of certain conditions, including the closing of the Acquisition substantially concurrently with or promptly following the release of such Escrowed Property. The consummation of the Acquisition is subject to customary closing conditions, including, among others, the receipt of applicable regulatory approvals and the expiration or termination of applicable waiting periods. If the Acquisition is not consummated on or prior to the Escrow Outside Date, or upon the occurrence of certain other events, the Escrowed Property will not be released to the Escrow Issuers to consummate the Acquisition but instead will be released to the Trustee under the indenture that will govern the notes for the purpose of redeeming the notes pursuant to a special mandatory redemption described in "Description of the Notes—Escrow of Proceeds; Special Mandatory Redemption" and you may not obtain the return you expect to receive on the notes.

The special mandatory redemption price will be a price equal to 100% of the initial issue price of the notes plus accrued and unpaid interest from the issue date of the notes to, but excluding, the special mandatory redemption date. Additional cash in respect of interest that would accrue on the notes from and after the issue date of the notes will not be pre-funded into the Escrow Account on the issue date of the notes, but the Sponsors (directly or through one or more of their affiliates) will commit on or prior to the closing date of this offering, in the event of a special mandatory redemption, to fund the difference between the amounts in the Escrow Account that are available to be applied to redeem the notes pursuant to the special mandatory redemption and the special mandatory redemption price plus the fees and expenses of the Trustee and the Escrow Agent. There can be no assurance that the Sponsors will have sufficient funds necessary to pay any shortfall required to fund a special mandatory redemption.

Upon a special mandatory redemption, you may not be able to reinvest the proceeds from the redemption in an investment that yields comparable returns. In addition, if you purchase the notes at a price greater than the price at which the notes are redeemed, you may suffer a loss on your investment. Although the Trustee, for the benefit of the holders of the notes, will be granted a first-priority lien on the funds in escrow, the ability of holders of the notes to realize such funds would generally be subject to certain bankruptcy and insolvency law limitations in the event of the bankruptcy or insolvency of the Escrow Issuers. See "Description of the Notes— Escrow of Proceeds; Special Mandatory Redemption."

If this offering closes prior to the consummation of the Acquisition, the notes will be obligations solely of the Escrow Issuers until the Acquisition is consummated.

If this offering closes prior to the consummation of the Acquisition and the proceeds of the notes are deposited into the Escrow Account, prior to the consummation of the Acquisition, holders of the notes will not have any recourse to TIH, McGriff Insurance, the guarantors or any of their respective subsidiaries, and the notes will be the obligations solely of the Escrow Issuers. The Escrow Issuers are limited purpose entities and do not hold or otherwise have any interest in any material assets other than the Escrow Account. As a result, the sole recourse of the holders prior to the consummation of the Acquisition will be to the funds deposited in the Escrow Account.

In a bankruptcy proceeding, the holders of notes might not be able to apply the Escrowed Property to repay the notes without bankruptcy court approval.

If either of the Escrow Issuers commences a bankruptcy or reorganization case, or one is commenced against the Escrow Issuers, while the Escrow Account remains funded, bankruptcy law may prevent the Trustee under the indenture that will govern the notes from using the Escrowed Property to pay the special mandatory redemption price. The court adjudicating that case might find that the Escrow Account and the Escrowed Property are the property of the bankruptcy estate. Although the amounts in the Escrow Account will be pledged as security for the notes during the term of the escrow, the automatic stay provisions of the federal bankruptcy laws generally prohibit (or at a minimum delay) secured creditors from foreclosing upon or disposing of a debtor's property without prior bankruptcy court approval (which may not be given under the facts and circumstances). As a result, holders of the notes may not be able to have the funds in the Escrow Account applied at the time or in the manner contemplated by the indenture that will govern the notes and could suffer a loss as a result. If the court adjudicating that case finds that the Escrow Account and Escrowed Property are the property of the bankruptcy estate, the court could authorize the use of such funds by the bankruptcy estate or the bankruptcy trustee, if one is appointed, with or without restrictions. As a result, the holders of the notes could become unsecured creditors of the bankruptcy estate. In such event, the only remedy available to the holders of the notes would be to sue for payment on the notes.

USE OF PROCEEDS

We estimate that our net proceeds from this offering, after deducting the initial purchasers' discount, will be approximately $ million. Upon satisfaction of the Escrow Conditions (if applicable), we intend to use the net proceeds from this offering, together with borrowings under the Senior Credit Facilities and the proceeds from the Equity Contribution, to (i) finance and consummate the Transactions, (ii) pay fees, costs, premiums and expenses incurred in connection with the Transactions and (iii) fund cash to the Company's balance sheet.

The table set forth below sets forth the estimated sources and uses of funds in connection with the Transactions. Actual amounts will vary from the estimated amounts shown below depending on several factors, including, among others, the number of TIH equityholders who elect to participate in the Rollover, changes made to the sources of the contemplated financings and differences from estimated fees and expenses.

You should read the following together with the information included under the headings "Summary—The Transactions" and "Capitalization" included elsewhere in this offering memorandum.

Sources	Amount	Uses	Amount
(in millions)			
Senior Credit Facilities:			
First Lien Term Loan Facility(1)	$ 3,350	Equity purchase price(6)	$ 15,500
Revolving Credit Facility(2)	—	Transaction fees and expenses(7)	346
Second Lien Term Loan Facility(3)	1,900	Cash to balance sheet	150
Notes offered hereby(4)	2,750		
Equity Contribution(5)	7,996		
Total sources	15,996	**Total uses**	$ 15,996

(1) In connection with the consummation of the Acquisition, we intend to enter into the First Lien Term Loan Facility, which will provide for a seven-year first lien senior secured term loan facility. The total amount available under the First Lien Term Loan Facility will be $3,350 million, which is expected to be fully drawn at the closing of the Acquisition. For a description of the First Lien Term Loan Facility, see "Description of Certain Other Indebtedness—Senior Credit Facilities."

(2) We expect the Revolving Credit Facility to provide for borrowings of up to $1,175 million outstanding at any one time. We expect the Revolving Credit Facility to be undrawn at the closing of the Acquisition. The amount drawn on the Revolving Credit Facility after giving effect to the Transactions is subject to change based on the timing of the closing of the Acquisition and working capital requirements at the time of closing of the Acquisition. See "Description of Certain Other Indebtedness—Senior Credit Facilities."

(3) In connection with the consummation of the Acquisition, we intend to enter into the Second Lien Term Loan Facility, which will provide for an eight-year second lien senior secured term loan facility. The total amount available under the Second Lien Term Loan Facility will be $1,900 million, which is expected to be fully drawn at the closing of the Acquisition. For a description of the Second Lien Term Loan Facility, see "Description of Certain Other Indebtedness—Senior Credit Facilities."

(4) Represents the aggregate principal amount of the notes offered hereby and does not reflect the initial purchasers' discount or estimated fees and expenses related to this offering.

(5) Represents the Sponsor Contribution and amounts contributed by existing TIH equityholders in the Rollover. The actual amount of the Sponsor Contribution will depend on certain factors, including the amount of TIH equity contributed in the Rollover and the amount outstanding under the Existing Facility at the closing of the Acquisition.

(6) Represents the estimated purchase price for TIH's equity expected to be outstanding at the closing of the Acquisition.

(7) Represents estimated fees, costs and expenses associated with the Transactions, including, without limitation, initial purchaser discounts, financing fees, amounts payable under the Acquisition Agreement and any fees and expenses incurred in connection therewith, fees, expenses and accrued and unpaid interest with respect to the Existing Facility (to the extent any amounts are payable thereunder at the closing of the Acquisition) and any original issue discount, agency fees and underwriting fees on the Senior Credit Facilities. All fees, expenses and the other costs are estimates and actual amounts may differ from those set forth in this offering memorandum.

Certain of the initial purchasers and/or their affiliates have also agreed to provide interim financing to us with respect to a bridge facility to finance a portion of the Acquisition under certain circumstances in the event that the notes are not released from escrow, for which the initial purchasers or their respective affiliates will be paid customary fees. In addition, certain of the initial purchasers and/or their affiliates have committed to act as arrangers, agents and/or lenders under our Senior Credit Facilities and will receive customary compensation in connection therewith. In addition, SPC Capital Markets, LLC, which is an initial purchaser in this offering, is an affiliate of Stone Point, one of our Sponsors. In addition, Truist Securities, Inc., which is an initial purchaser in this offering, is an affiliate of Truist, a seller under the Acquisition Agreement. See "Plan of Distribution."

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and capitalization as of December 31, 2023 on:

- an actual basis; and
- an as adjusted basis after giving effect to the Transactions as if they had occurred on December 31, 2023.

The information in this table should be read in conjunction with "Summary—The Transactions," "Summary—Summary Historical Consolidated Financial Information," "Use of Proceeds" and "Description of Certain Other Indebtedness" and the financial statements and the related notes included elsewhere in this offering memorandum.

(in millions)	**As of December 31, 2023**	
	Actual	**As Adjusted**
	(unaudited)	
Cash and cash equivalents	$ 734	$ 150 (1)
Long-term debt (including the current portion thereof):(2)		
Existing Facility(3)	—	—
Senior Credit Facilities:(4)		
First Lien Term Loan Facility	—	3,350
Revolving Credit Facility	—	—
Second Lien Term Loan Facility	—	1,900
Notes offered hereby(5)	—	2,750
Total long-term debt (including the current portion thereof)	—	8,000
Total members' equity	599	7,996(6)
Total capitalization(7)	$ 1,333	$ 15,996

(1) Represents estimated cash and cash equivalents at closing of the Acquisition after deducting estimated fees, costs and expenses associated with the Transactions. The actual amount of cash and cash equivalents at the closing of the Transactions may change due to the timing of the Acquisition, differences from estimated fees and expenses and working capital requirements.

(2) Debt amounts reflect the principal amount of such indebtedness without giving effect to original issue discount or other financing costs. For the year ended December 31, 2023, on an as adjusted basis after giving effect to the Transactions, we estimate that our cash interest expense would have been $674.8 million, which reflects estimates for the Senior Credit Facilities and the notes offered hereby using a weighted average blended estimate rate. Borrowings under the Senior Credit Facilities bear interest at variable rates and are subject to interest rate risk. If interest rates increase, the debt service obligations on the loans would increase and cash required for servicing indebtedness would increase. Assuming the Revolving Credit Facility is fully drawn, each 0.125% change in assumed blended interest rates would result in an approximately $8.0 million change in annual interest expense on indebtedness under the Senior Credit Facilities. See "Summary—Summary Historical Consolidated Financial Information."

(3) The Existing Facility will be repaid (to the extent any amounts are payable thereunder at the closing of the Acquisition) and terminated at the closing of the Acquisition.

(4) After giving effect to the Transactions, the Senior Credit Facilities will consist of the First Lien Term Loan Facility, providing $3,350 million of first lien term loans, the Revolving Credit Facility, providing for up to $1,175 million of revolving extensions of credit outstanding at any time (including revolving loans and letters of credit), and the Second Lien Term Loan Facility, providing for $1,900 million of second lien term loans. We expect the First Lien Term Loan Facility and Second Lien Term Loan Facility to be fully drawn and the New Revolving Credit Facility to be undrawn at the closing of the Acquisition. The amount drawn on the Revolving Credit Facility after giving effect to the Transactions is subject to

change based on the timing of the closing of the Acquisition and working capital requirements at the time of closing of the Acquisition. See "Description of Certain Other Indebtedness."

(5) Represents the aggregate principal amount of the notes offered hereby, without giving effect to discounts, fees or commissions to be paid to the initial purchasers, and assumes the notes are issued at par.

(6) As adjusted amount represents amounts invested directly or indirectly in our equity securities by funds affiliated or controlled by the Sponsors in connection with the Transactions. Total members' equity, as adjusted for the Transactions, excludes approximately $346 million of estimated fees, costs and expenses associated with the Transactions.

(7) Calculated as total members' equity plus total debt, in each case as described above.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations covers periods prior to the consummation of the Transactions, except for the "Liquidity and Capital Resources Following the Transactions" and "Quantitative and Qualitative Disclosures about Market Risk" subsections. Accordingly, the discussion and analysis of historical periods does not reflect the impact that the Transactions will have on us. You should read the following discussion of our financial condition and results of operations in conjunction with the financial statements and related notes included in this offering memorandum. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this offering memorandum. Actual results may differ materially from those contained in any forward-looking statements.

Overview

We are one of the leading insurance brokers in the United States and provide a broad array of insurance products and services (including P&C, employee benefits, life and title insurance) through our diversified distribution channels (Retail brokerage, Wholesale brokerage, Specialty Programs and Title). Founded in 1922, we are the fifth largest insurance broker in the United States by 2022 brokerage revenue and have strong market positions across the insurance distribution chain. Our business is highly diversified across producers, clients, carriers and geographies, and we serve corporations, small and medium-sized enterprises, and individuals through nearly 10,000 talented employees. We have also demonstrated a robust growth trajectory throughout our history with approximately 5% average annual organic revenue growth over the last 10 years and approximately 8% average annual organic revenue growth over the last three and five years. In 2023, we placed over $50 billion of premiums, resulting in total revenue of $3,467 million, net income of $210 million, Pro Forma Adjusted EBITDA of $1,178 million and a Pro Forma Adjusted EBITDA margin of 34.1%.

Our operations are comprised of robust capabilities across our Retail brokerage, Wholesale brokerage, Specialty Programs and Title businesses. Through our businesses we deliver end-to-end coverage across the insurance distribution chain, making us well positioned to serve our clients. We have an insurance distribution business model and do not retain underwriting risk on our balance sheet.

Results of Operations

The following discussion and analysis regarding results of operations should be considered in conjunction with the consolidated financial statements and related notes that are included elsewhere in this offering memorandum.

Comparison of the Years Ended December 31, 2023 and 2022

Financial information relating to 2023 and 2022 is as follows:

	Year Ended December 31,		
(Dollars in millions)	**2023**	**% Change**	**2022**
Revenues			
Commissions and fees	$ 3,388	11 %	$ 3,051
Investment income	66	100 %	—
Other income	13	(59) %	32
Total revenues	3,467	12 %	3,083
Expenses			
Compensation and benefits	2,210	15 %	1,914
Other operating expenses	514	21 %	424
Amortization	134	5 %	127
Depreciation	23	(—) %	23
Impairment loss on goodwill	195	100 %	—
Interest	317	100 %	—
Total expenses	3,393	36 %	2,488
Income before income taxes	74	(87) %	595
Income tax (benefit) expense	(136)	(191) %	150
Net income	$ 210	(53) %	$ 445
Net (loss) income attributable to non-controlling interests	$ (7)	(213) %	$ 6
Net income attributable to controlling interests	$ 217	(50) %	$ 439

Commission and Fees

Commissions and fees for 2023 increased $336 million to $3,388 million, or 11% over 2022. The increase is composed of:

(i) a $241 million increase in base commissions, which reflects a growth rate of 10%, driven by (a) $114 million from the acquisition of BenefitMall in September 2022, which, due to timing, led to only a partial year's contribution in terms of commission revenues for 2022 versus a full year for 2023 and (b) $174 million from growth in new and retained business in the Retail and Wholesale segments; partially offset by a (a) $34 million decrease related to certain businesses within the Wholesale segment covering catastrophic property & casualty risks and (b) $13 million decrease related to the Services segment due to rising interest rates, which was partially offset by the March 2022 acquisition of Kensington Vanguard which contributed a full year of revenues for 2023 versus a partial year for 2022; and

(ii) a $96 million increase in fees, which reflects a growth rate of 21%, driven by (a) $33 million increase in the Retail segment driven by rising premiums driving more insureds to fee arrangements, (b) $60 million increase in the Wholesale segment primarily driven by increases in underwriting program fees, and (c) $3 million increase in the Services segment primarily driven by increases in fees from 1031 exchange services due to higher interest rates; partially offset by

(iii) a $1 million decrease in supplemental and contingent commissions, driven by a $14 million net decrease in the Wholesale segment driven by adverse developments in ultimate loss ratios and increasing rates of catastrophes, partially offset by (a) an $8 million increase in the Retail segment driven by overall premium growth and (b) $5 million from the BenefitMall acquisition that less comparable revenues (i.e., over a shorter period) in 2022.

Investment Income

Investment income for 2023 was $66 million, compared with an immaterial amount in 2022. The increase was primarily driven by a movement of funds to interest-bearing deposit accounts in 2023 to support the Company's standalone operations.

Other Income

Other income for 2023 was $13 million, compared with $32 million in 2022. Other income primarily relates to income from non-recurring legal settlements and other miscellaneous income and therefore can fluctuate between comparable periods.

Compensation and Benefits

Compensation and benefits expense as a percentage of total revenues was 64% for the year ended December 31, 2023 as compared to 62% for the year ended December 31, 2022, and increased $296 million or 15% from 2022. The increase was primarily due to: (i) increase of $89 million related to the BenefitMall and Kensington Vanguard acquisitions; (ii) increase in severance expenses of $23 million related to a strategic restructuring in 2023; and (iii) the remaining $184 million increase primarily relates to increased producer compensation attributed to revenue growth as well as an increase in employee compensation attributed to increased headcount and acquisition earnouts.

Other Operating Expenses

Other operating expenses as a percentage of total revenues was 15% for the year ended December 31, 2023 as compared to 14% for the year ended December 31, 2022. Other operating expenses for 2023 increased $90 million, or 21%, for the same period of 2022. The increase was primarily due to: (i) expenses of $21 million relating to legal matters; (ii) expenses of $24 million related to corporate allocations due to an increase in allocated costs from TFC for corporate functions; (iii) a $25 million increase in software expense; (iv) an increase of $9 million related to the BenefitMall and Kensington Vanguard acquisitions; (v) an increase of $32 million primarily relating to variable travel and entertainment costs due to post-COVID increases in travel; partially offset by (vi) a $21 million reduction in merger-related costs due to no acquisitions in 2023.

Amortization

Amortization expense for 2023 increased $7 million to $134 million, or 5% over 2022. The increase reflects the amortization of new intangibles that were accounted for as asset acquisitions, net of certain intangible assets becoming fully amortized or written off.

Depreciation

Depreciation expense stayed the same at $23 million for 2023 compared to 2022.

Impairment loss on Goodwill

During 2023, the Services segment observed declines in forecasted income due to a decline in commercial and residential real estate transactions attributable to rising interest rates. The Company concluded that these factors were indicative of a triggering event that required the Company to perform an interim quantitative goodwill impairment assessment. The results of the quantitative impairment assessment indicated that the carrying value of the Services segment exceeded its fair value. As a result, the Company recorded a non-cash impairment loss of $195 million in the year ended December 31, 2023, which reduced the goodwill in the Services segment to zero. There was no impairment loss on goodwill recorded in 2022.

Interest Expense

Interest expense for 2023 was $317 million which was primarily attributable to the preferred units issued in April 2023. Due to the mandatory redemption feature, the preferred units are classified as liabilities rather than as a component of equity, with the preferred annual returns of 8% per annum being accrued and recorded as Interest in the consolidated statements of operations. During the year ended December 31, 2023, of the total Interest expense, $315 million related to the preferred units, of which $210 million was paid during the period. As the preferred units were issued in April 2023, the Company did not recognize interest expense for the year ended December 31, 2022. For more information relating to the preferred units, refer to Note 9. Mandatorily Redeemable Preferred Units to the consolidated financial statements that are included elsewhere in this offering memorandum.

Income Taxes

As Truist Insurance Holdings, Inc. was converted into a Delaware limited liability company (the "Partnership Conversion") named Truist Insurance Holdings, LLC in February 2023, the provision for income taxes for the year ended December 31, 2022 reflects the impacts of U.S. corporate taxation at an effective tax rate of 25%; whereas the provision for income taxes for the year ended December 31, 2023 is reflective of (i) the discretely calculated corporate tax impacts for January and February 2023 (prior to the Partnership Conversion) of $29 million, (ii) the tax benefit associated with the corporate deferred tax liability transfer to the Parent of $166 million, (iii) the tax benefit associated with the transfer of the unrecognized tax benefit to the Parent of $1 million, and (iv) tax impacts attributable to the remaining ten months in the year, calculated on a post Partnership Conversion basis.

For periods after the Partnership Conversion, federal income taxes will not be allocated to TIH, its subsidiary partnerships, or subsidiary disregarded entities; as such, the applicable federal statutory tax rate impact for the year ended December 31, 2023 is zero.

Comparison of the Years Ended December 31, 2022 and 2021

	Year Ended December 31,		
(Dollars in millions)	**2022**	**% Change**	**2021**
Revenues			
Commissions and fees	$ 3,051	16 %	$ 2,639
Other income	32	186 %	11
Total revenues	3,083	16 %	2,650
Expenses			
Compensation and benefits	1,914	17 %	1,642
Other operating expenses	424	35 %	314
Amortization	127	25 %	102
Depreciation	23	14 %	21
Total expenses	2,488	20 %	2,079
Income before income taxes	595	4 %	571
Income tax expense	150	8 %	138
Net income	$ 445	3 %	$ 433
Net income attributable to non-controlling interests	$ 6	100 %	$ —
Net income attributable to controlling interests	$ 439	1 %	$ 433

Commission and Fees

Commissions and fees for 2022 increased $412 million to $3,051 million, or 16% over 2021. The increase is composed of:

(i) a $327 million increase in Base Commissions, which reflects a growth rate of 15% driven by (a) $43 million and $63 million from the BenefitMall and Kensington Vanguard acquisitions, respectively, for which there were no comparable Base Commissions for 2021 and $69 million from the Constellation acquisition, which, due to timing, led to only a partial year's contribution in terms of Base Commissions for 2021, (b) $152 million from growth in new and retained business in the Retail and Wholesale segments;

(ii) a $70 million increase in Fees, which reflects a growth rate of 18%, driven by (a) $16 million from the Kensington Vanguard which had no comparable Fees for 2021 and $34 million from the Constellation acquisitions, which due to timing, led to only a partial year's contribution in terms of Fees for 2021, (b) $12 million net increase in the Wholesale segment primarily driven by increases in underwriting program fees and brokerage fee income, and (c) $8 million increase in the Retail segment driven by rising premiums driving more insureds to fee arrangements; and

(iii) a $15 million increase in Supplemental and Contingent Commissions, driven by (a) $6 million from the BenefitMall acquisition which had no comparable revenues for 2021 and the Constellation acquisitions which, due to timing led to only a partial year's contribution in terms of revenues for 2021 and (b) $9 million increase in the Retail segment driven by overall premium growth.

Other Income

Other income for 2022 was $32 million, compared with $11 million in 2021. Other income primarily relates to income from non-recurring legal settlements and other miscellaneous income and therefore can fluctuate between comparable periods.

Compensation and Benefits

Compensation and benefits expense as a percentage of total revenues was 62% for the year ended December 31, 2022 as compared to 62% for the year ended December 31, 2021, and increased 17%, or $271 million. The increase was primarily due to (i) increase of $140 million related to the BenefitMall, Kensington Vanguard, and Constellation acquisitions, (ii) the remaining $131 million increase primarily relates to increased producer compensation attributed to revenue growth.

Other Operating Expenses

Other operating expenses as a percentage of total revenues was 13.8% for the year ended December 31, 2022 as compared to 12% for the year ended December 31, 2021. Other operating expenses for 2022 increased $110 million, or 35%, for the same period of 2021. The increase was primarily due to: (i) increase of $29 million related to the BenefitMall, Kensington Vanguard, and Constellation acquisitions, and due to timing of these acquisitions, there were no comparable other operating expenses for BenefitMall and Kensington Vanguard and a partial year's contribution of other operating expenses for Constellation in 2021; (ii) expenses of $24 million related to corporate allocations due to an increase in allocated costs from TFC for corporate functions; (iii) increase of $14 million of merger-related costs due to 2022 acquisitions; and the remaining $43 million increase primarily relates to variable travel and entertainment costs due to post-COVID increases in travel.

Amortization

Amortization expense for 2022 increased $25 million to $127 million, or 25% over 2021. The increase reflects the amortization of new intangibles that were recognized in connection with the acquisitions of Constellation, BenefitMall and Kensington Vanguard, net of certain intangible assets becoming fully amortized or written off.

Depreciation

Depreciation expense for 2022 increased $3 million to $23 million, or 14% from 2021. Changes in depreciation expense reflect net additions of fixed assets, net of the impact of fixed assets that became fully depreciated during the period.

Income Taxes

Income tax expense for 2022 increased $12 million to $150 million, or 8% from 2021. The provisions for income taxes represent effective tax rates of 25% and 24% for the years ended December 31, 2022 and 2021, respectively.

Acquisitions

The Company did not complete any business acquisitions in 2023. Refer to Note 5. Business Combinations to the consolidated financial statements that are included elsewhere in this offering memorandum for more information.

Liquidity and Capital Resources Following the Transactions

Overview

We expect that the Transactions will require total cash of approximately $15,996 million (assuming no Rollover), which will be used to fund the Transactions, pay related fees and expenses and fund cash to the Company's balance sheet. The amount of cash required to fund the Transactions will be reduced based on the amount of TIH shares contributed by existing TIH equityholders in the Rollover. The amount of cash required to fund the Transactions, as well as the cash and cash equivalent on the Company's balance sheet at the closing of the Transactions, may be impacted by the timing of the Acquisition, differences from estimated fees and expenses and working capital requirements. See "Use of Proceeds" and "Capitalization." We expect the cash requirements of the Transactions to be financed through the net proceeds from this offering, proceeds from our Senior Credit Facilities and the Equity Contribution. Following the closing of the Transactions, we believe that our cash on hand and availability under the Revolving Credit Facility will be sufficient to cover our operating expenses in the near term. We expect the Revolving Credit Facility to be undrawn at the closing of the Acquisition. The amount drawn on the Revolving Credit Facility after giving effect to the Transactions is subject to change based on the timing of the closing of the Acquisition and working capital requirements at the time of closing of the Acquisition.

Upon completion of this offering, our long-term debt for borrowed money will be comprised of the notes and indebtedness under the Senior Credit Facilities.

After the consummation of the Transactions, our primary sources of liquidity will be cash on the balance sheet, cash generated by operations and borrowings under the Revolving Credit Facility. Our primary uses of cash after the consummation of the Transactions will be working capital requirements, debt service requirements and capital expenditures. Based on our current level of operations and available cash, we believe our cash flows from operations, combined with availability under the Revolving Credit Facility, will provide sufficient liquidity to fund our current obligations, projected working capital requirements, debt service requirements and capital spending requirements over the next twelve months and the foreseeable future. We cannot assure you, however, that our business will generate sufficient cash flows from operations or that future borrowings will be available to us under the Revolving Credit Facility in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs. Our ability to do so depends on prevailing economic conditions, many of which are beyond our control. In addition, upon the occurrence of certain events, such as a change of control, we could be required to repay or refinance our indebtedness. We cannot assure you that we will be able to refinance any of our indebtedness, including the Senior Credit Facilities and the notes, on commercially reasonable terms or at all. Any future acquisitions, joint ventures or other similar transactions will likely require additional capital, and there can be no assurance that any such capital will be available to us on acceptable terms or at all.

After the consummation of the Transactions, we will be highly leveraged. On an as adjusted basis giving effect to the Transactions, as of December 31, 2023, we would have had outstanding $8,000 million in aggregate indebtedness for borrowed money (excluding capital and financing leases), with approximately $1,175 million available for borrowing under our Revolving Credit Facility (assuming it is undrawn at closing). Our liquidity requirements will be significant, primarily due to debt service requirements. On an as adjusted basis giving effect to the Transactions, our cash interest expense for the twelve months ended December 31, 2023 would have been approximately $674.8 million. Assuming the Revolving Credit Facility is fully drawn, each 0.125% change in assumed blended interest rates would result in an approximately $8.0 million change in annual interest expense on indebtedness under the Senior Credit Facilities.

From time to time, depending upon market and other conditions, as well as upon our cash balances and liquidity, we, our subsidiaries or our affiliates may acquire our outstanding debt securities or our other indebtedness through open market purchases, privately negotiated transactions, tender offers, redemption or otherwise, upon such terms and at such prices as we, our subsidiaries or our affiliates may determine (or as may be provided for in the indentures, if applicable), for cash or other consideration. For additional information regarding our material indebtedness upon the completion of the Transactions, see "Summary—The Transactions," "Description of Certain Other Indebtedness" and "Description of the Notes."

Quantitative and Qualitative Disclosures About Market Risk

Market risk is the potential loss arising from adverse changes in market rates and prices, such as interest rates, foreign exchange rates and equity prices. We are exposed to market risk through our investments and the Senior Credit Facilities.

Our invested assets are held primarily as cash and cash equivalents and fiduciary cash. These investments are subject to interest rate risk. The fair value of our invested assets at December 31, 2023 and December 31, 2022, approximated their respective carrying values due to their short-term duration and therefore, such market risk is not considered to be material.

We do not actively invest or trade in equity securities. In addition, we generally dispose of any equity securities received in conjunction with an acquisition shortly after the acquisition date.

Our principal exposure to market risk following the Transactions will relate to changes in interest rates on borrowings under the Senior Credit Facilities. The Senior Credit Facilities will carry floating interest rates that are tied to SOFR, and therefore, our statement of consolidated operations data and our cash flows will be exposed to changes in interest rates to the extent that we do not have effective hedging arrangements in place. As of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, we would have had approximately $5,250 million of outstanding debt at variable interest rates (assuming the Revolving Credit Facility is undrawn at closing of the Transactions). If interest rates increase, our debt service obligations on our variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, would correspondingly decrease. Assuming the Revolving Credit Facility is fully drawn, each 0.125% change in assumed blended interest rates would result in an approximately $8.0 million change in annual interest expense on indebtedness under the Senior Credit Facilities. We do not use derivative financial instruments for speculative or trading purposes; however, this does not preclude our adoption of specific hedging strategies in the future.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates, assumptions, and judgments that affect the reported amounts of assets, liabilities, revenues, and expenses. We continually evaluate estimates, which are based upon a combination of historical experience and assumptions that we believe to be reasonable under the circumstances. Such estimates form the basis for our judgments about the recognition of revenues, expenses, carrying values of assets and liabilities, of which values are not readily apparent from other sources. Actual results may differ from these estimates.

We believe that of our significant accounting and reporting estimates, the more critical estimates include our accounting for the valuation of goodwill and other intangible assets, recognition of contingent revenues, amortization of deferred costs, equity incentive compensation, and income taxes. In particular, the accounting for these areas is subject to uncertainty because it requires significant use of judgment to be made by management. Different assumptions in the application of these policies could result in material changes in our consolidated balance sheets or consolidated statements of operations.

Contingent Revenues

We generate contingent revenues from contracts with insurance carriers for which we are compensated for certain growth, profitability, or other performance-based metrics. These amounts are variable and in excess of commission and fee revenues. Not all policies placed with participating insurance carriers are eligible for contingent revenues. Our performance obligation of achieving these metrics is satisfied over time, and revenue is therefore recognized over time using a time-based measure of progress.

Accordingly, we estimate the amount of consideration that will be received, such that a significant reversal of revenue is not probable. Estimates are determined each period on a contract-by-contract or carrier-by-carrier basis, where available. In certain cases, it is impractical to assess a very large number of smaller contingent revenue contracts, so we use a historical portfolio estimate in aggregate. Because the expectation of the contingent revenue amounts to be earned can vary from period to period, especially in contracts sensitive to loss ratios, the estimates might change significantly from quarter to quarter. Variable consideration is recognized when we conclude, based on all the facts and information available at the reporting date, that it is probable that a significant revenue reversal will not occur in future periods.

For more information, refer to Note 3. Summary of Significant Accounting Policies and Note 4. Revenue Recognition to the consolidated financial statements that are included elsewhere in this offering memorandum.

Judgments and Uncertainties

Because our expectation of the ultimate contingent revenue amounts to be earned can vary from period to period, especially in contracts sensitive to loss ratios, our estimates might change significantly from quarter to quarter. For example, in circumstances where our revenues are dependent on a full calendar year loss ratio, adverse loss experience in the fourth quarter could not only negate revenue earnings in the fourth quarter, but also trigger the need to reverse revenues previously recognized during the prior quarters. Variable consideration is recognized when we conclude, based on all the facts and information available at the reporting date, that it is probable that a significant revenue reversal will not occur in future periods.

Effect if Actual Results Differ From Assumptions

We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to recognize revenue. As noted above, estimates are made based on historical experience and other factors. The vast majority of our contracts are for a period of one year or less, and historically, the difference between actual experience compared to estimated performance has not been significant to the annual financial statements.

Goodwill and Amortizable Intangible Assets

Goodwill is evaluated for impairment by first performing a qualitative assessment to determine whether a quantitative goodwill test is necessary. If it is determined, based on qualitative factors, that it is more likely than not that the fair value of the reporting unit is less than its carrying amount or if significant changes to macro-economic factors related to the reporting unit have occurred that could materially impact fair value, a quantitative goodwill impairment test would be required. The quantitative test compares the fair value of a reporting unit with its carrying amount. Additionally, we can elect to forgo the qualitative assessment and perform the quantitative test. Upon performing the quantitative test, if the carrying value of the reporting unit exceeds its fair value, an impairment loss is recognized in an amount equal to that excess, not to exceed the carrying amount of goodwill. We have elected to make the first day of the fourth quarter the annual impairment assessment date for goodwill. However, we could be required to evaluate the recoverability of goodwill outside of the required annual assessment if, among other things, we experience disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of the business or a sustained decline in market capitalization.

We acquire intangible assets either individually or as part of a group of assets. We record intangible assets at fair value upon acquisition. In determining the fair value at the time of recognition, we primarily consider the present value of the underlying net cash flows expected to be generated by the corresponding asset or group of assets discounted at a market rate of interest. The determinations of fair value are based on estimates and assumptions related to the amount and timing of future cash flows and future interest rates. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

For more information, refer to Note 3. Summary of Significant Accounting Policies, Note 6. Goodwill, and Note 7. Amortizable Intangible Assets to the consolidated financial statements that are included elsewhere in this offering memorandum.

Judgments and Uncertainties

We estimate the fair value of our reporting units using both the income approach (discounted cash flow method) and the market approach (guideline public company method), which use significant unobservable inputs. We include assumptions about revenue growth, operating margins, discount rates and valuation multiples which consider our business plans and economic projections, and are believed to reflect market participant views which would exist in an exit transaction. Our goodwill impairment analysis contains uncertainties due to uncontrollable events that could positively or negatively impact the anticipated future economic and operating conditions.

We apply judgment in determining the various assumptions used to estimate the fair value of our intangible assets, including useful lives and intended use of assets, observable market valuations, forecasted revenue growth, operating margins and discount rates based on budgets, business plans, economic projections, anticipated future cash flows and marketplace data that reflects the risk inherent in future cash flows.

Effect if Actual Results Differ From Assumptions

Some of the inherent estimates and assumptions used in determining fair value of our reporting units are outside the control of management, including interest rates, cost of capital, tax rates, market EBITDA comparables and credit ratings. While we believe we have made reasonable estimates and assumptions to compute the fair value of the reporting units, a material change may still occur, which could result in material impairments of our goodwill if our actual results do not align with our estimations. While we do not anticipate any material changes in the factors used to calculate the fair value or useful lives of amortizable intangible assets, if actual results are not consistent with our estimates and assumptions used to calculate estimate future cash flows, we may be exposed to impairment losses that could be material.

Deferred Costs

We incur costs to provide policy placement and other services. Those costs are either (i) costs to obtain a contract, (ii) costs to fulfill a contract, or (iii) all other costs.

We defer certain costs to obtain customer contracts, primarily incremental commissions paid to internal producers on new business. These incremental costs are deferred and amortized over a 15-year period. For all other incremental costs incurred to obtain customer contracts, we recognize the incremental costs of obtaining contracts as an expense when incurred, as the amortization period of the assets that otherwise would have been recognized is one year or less.

We incur costs to fulfill a contract (or anticipated contract) with a customer that are expected to be recovered in the future. These costs relate to compensation and benefits of internal producers and related support staff who perform policy placement services, and are incurred prior to the effective date of the underlying policy. Deferrable costs to fulfill relate to fulfillment activities, which include collecting underwriting information from insureds or agents of the insureds, assessing their insurance needs and negotiating their placement with one or more insurance carriers, and underwriting their risk. Deferrable costs to fulfill incurred prior to the policy effective date are capitalized and expensed on the policy effective date.

Other costs that are not costs to obtain or fulfill are expensed as incurred. Examples include other operating costs such as rent, utilities, management costs, overhead costs, legal and other professional fees, technology costs, insurance related costs, communication and advertising, and travel and entertainment. Depreciation and amortization are expensed over the useful lives of the underlying assets.

For more information, refer to Note 3. Summary of Significant Accounting Policies and Note 4. Revenue Recognition to the consolidated financial statements that are included elsewhere in this offering memorandum.

Judgments and Uncertainties

Deferred costs contain uncertainties due to judgment in assumptions, including the period for which the deferred costs are amortized and the costs subject to deferral. Specifically, costs associated with obtaining the contract are amortized over a period of 15 years whereas the costs associated with fulfilling the contract are amortized over a period of 1-3 months.

Effect if Actual Results Differ From Assumptions

We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate deferred costs. However, if actual results are not consistent with our estimates and assumptions used to determine the amortization period and costs subject to deferral, we may be exposed to an increase or decrease in deferred costs that could be material.

Equity Incentive Compensation

Our employees have historically participated in TFC's equity incentive plans (the "TFC Plans") that provide for the grant of Restricted Stock Awards ("RSAs"), Restricted Stock Units, ("RSUs") and Performance Share Units ("PSUs"). In addition, during 2022, TFC adopted an employee stock purchase plan (the "ESPP"). Compensation cost has been allocated to the Company based on the awards and terms previously granted to TIH employees. We determine compensation cost associated with RSUs and PSUs based on the fair value of underlying TFC common stock on the date of grant less the present value of expected dividends that will be forgone during the vesting period. Compensation cost for RSAs and RSUs is generally recognized over the vesting period taking into account retirement eligibility. Forfeitures are recognized when they occur. For PSUs, compensation cost is recognized over the vesting period after considering the number of awards expected to vest based on the estimated probability of achieving the associated performance targets.

On April 3, 2023, we adopted several equity incentive plans (referred to collectively as the "TIH Plans") pursuant to which we may issue phantom equity units, phantom profits interests and profits interests to TIH employees and other service providers. The terms of such awards are further described in Note 13. Equity Incentive Compensation to the consolidated financial statements that are included elsewhere in this offering memorandum. Compensation cost for awards with solely time-based vesting conditions is recognized over the applicable requisite service period using the graded vesting method, taking into account accelerated vesting provisions for retirement-eligible employees (applicable to the phantom equity units only). The phantom profits interests and certain of the profits interests contain event-based vesting conditions tied to a liquidity event. Qualifying liquidity events as defined in the TIH plans include a (i) 'Change of Control' as a result of any single transaction or series of related transactions pursuant to which a different entity holds a majority of the Company's voting power thereafter and (ii) an 'Initial Public Offering', including a transaction whereby the Company's equity securities are exchanged or otherwise converted into securities that are publicly listed. To vest in the awards, recipients must remain employed at the time of the qualifying liquidity event. Additionally, based on the timing of the qualifying liquidity event, the phantom profits interests and profits interests with event-based vesting conditions contain a post-transaction service requirement. Forfeitures on all awards are recorded when they occur.

Judgments and Uncertainties

Our equity incentive compensation contains uncertainties due to judgment in assumptions, including (i) the estimated probability of achieving performance targets, (ii) inputs to determine the total equity value of TIH used to value the phantom equity units, and (iii) inputs to the Black-Scholes option pricing model used to value the phantom profits interests and profits interests.

The fair value of the phantom equity units is determined based on the value of the underlying TIH common units (refer to the stock price input below, which describes how the fair value of TIH common units was determined) considering a discount for lack of marketability.

The fair value of the Profits Interests is measured on the grant date using the Black-Scholes option pricing model and is not remeasured. Refer to the notes to the consolidated financial statements that are included elsewhere in this offering memorandum for further information regarding the inputs used to value the phantom profits interests and profits interests (time-vested and event-vested), for grants issued during the year ended December 31, 2023.

Effect if Actual Results Differ From Assumptions

We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate compensation cost related to equity incentive compensation. However, if actual results are not consistent with our estimates and assumptions used to calculate fair value, the amount of compensation cost related to equity incentive compensation may materially differ.

Income Taxes

We estimate total income tax expense based on statutory tax rates and tax planning opportunities available to us in various jurisdictions in which we earn income. Income tax includes an estimate for withholding taxes on earnings of foreign subsidiaries expected to be remitted to the United States. Deferred income taxes are recognized for the future tax effects of temporary differences between financial and income tax reporting using tax rates in effect for the years in which the differences are expected to reverse. We record unrecognized tax benefit liabilities for known or anticipated tax issues based on our analysis of whether, and the extent to which, additional taxes will be due.

As discussed in Note 3. Summary of Significant Accounting Policies to the consolidated financial statements that are included elsewhere in this offering memorandum, as a result of the Partnership Conversion during 2023, TIH is now predominantly composed of partnerships and disregarded entities held by other partnerships. As such, for periods after the Partnership Conversion, federal income taxes will not be allocated to TIH LLC, its subsidiary partnerships, or subsidiary disregarded entities.

For more information, refer to Note 11. Income Taxes to the consolidated financial statements that are included elsewhere in this offering memorandum.

Judgments and Uncertainties

Our calculations related to income taxes contain uncertainties due to judgment used to calculate tax liabilities in the application of complex tax regulations across the tax jurisdictions where we operate. Our analysis of unrecognized tax benefits contains uncertainties based on judgment used to apply the more likely than not recognition and measurement thresholds.

Effect if Actual Results Differ From Assumptions

Changes in tax laws and rates or the TIH organizational structure could affect recorded deferred tax assets and liabilities in the future. Other than those potential impacts, we do not believe there is a reasonable likelihood there will be a material change to tax related balances. However, due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the tax liabilities.

BUSINESS

Our Company

We are one of the leading insurance brokers in the United States and provide a broad array of insurance products and services (including P&C, employee benefits, life and title insurance) through our diversified distribution channels (Retail, Wholesale, Specialty Programs and Title). Founded in 1922, we are the fifth largest insurance broker in the United States by 2022 brokerage revenue and have strong market positions across the insurance distribution chain. Our business is highly diversified across producers, clients, carriers and geographies, and we serve corporations, small and medium-sized enterprises, and individuals through nearly 10,000 talented employees. We have also demonstrated a robust growth trajectory throughout our history with approximately 5% average annual organic revenue growth over the last 10 years and approximately 8% average annual organic revenue growth over the last three and five years. In 2023, we placed over $50 billion of premiums, resulting in total revenue of $3,467 million, net income of $210 million, Pro Forma Adjusted EBITDA of $1,178 million and a Pro Forma Adjusted EBITDA margin of 34.1%.

Our operations are comprised of robust capabilities across our Retail brokerage, Wholesale brokerage, Specialty Programs and Title businesses. Through our businesses we deliver end-to-end coverage across the insurance distribution chain, making us well positioned to serve our clients. We have an insurance distribution business model and do not retain any underwriting risk on our balance sheet. Each of our business units is described in further detail below.

Retail Brokerage (36% of Pro Forma Adjusted Revenue in 2023)

Through our Retail brokerage business, we maintain primary relationships with clients who seek to purchase insurance. We serve a wide range of clients, including large multinational corporations, small- and medium-sized enterprises and individual consumers. We assist our clients by placing diverse insurance coverages through our network of admitted carriers as well as through wholesalers, MGAs and MGUs for complex and specialized insurance risks. MGAs and MGUs perform similar roles, generally known in the insurance industry and will hereinafter be collectively referred to as “MGA”.

Our Retail brokerage operations are organized under the McGriff Insurance brand. McGriff Insurance is a leading retail agency with an operating history spanning over 100 years. Through McGriff Insurance, we have a scaled business that operates in all 50 states with over 3,500 employees, over 90 offices and a sizeable presence in the mid-Atlantic and Southeast regions of the United States. We believe that our network of approximately 700 producers provides the basis for deep, embedded local relationships and “trusted advisor” status with our clients.

McGriff Insurance’s brokerage services encompass commercial lines, employee benefits and personal lines. Commercial lines represented 71% of McGriff Insurance’s Pro Forma Adjusted Revenue in 2023. Commercial lines are offered nationally with a focus on upper middle market and large clients, and feature strong specialty practices in aviation, construction, energy & marine, executive risk, private equity, real estate & hospitality, surety, transportation and senior living. Employee benefits represented 22% of McGriff Insurance’s Pro Forma Adjusted Revenue in 2023. McGriff Insurance offers a full suite of employee benefits consulting and brokerage capabilities, serving over 10,000 clients nationally. Personal lines represented 7% of McGriff Insurance’s Pro Forma Adjusted Revenue in 2023. McGriff Insurance’s personal line offerings provide insurance and financial planning solutions to mass-affluent and high net worth individuals nationally.

Our Retail brokerage business placed approximately $13 billion of premiums in 2023, resulting in $1,217 million, or 36%, of Pro Forma Adjusted Revenue in 2023 and an 8% Pro Forma Adjusted Revenue CAGR from 2021 to 2023. Organic revenue growth in our Retail brokerage business was approximately 9% in 2023, reflecting strong underlying drivers, which include approximately 94% revenue retention, approximately 88% producer retention and 78 gross producer hires in 2023.

Wholesale Brokerage (46% of Pro Forma Adjusted Revenue in 2023)

We are a leading distributor of specialty insurance products and services through our Wholesale brokerage business. Our extensive knowledge of the specialty insurance market allows us to act as an intermediary on behalf of retail producers, assisting in the delivery of cost-effective coverage solutions for complex, specialized risks. With 4,400 employees as of December 31, 2023, our Wholesale brokerage business has extensive expertise across a wide range of industries to facilitate placement of P&C coverages, as well as life, retirement and benefits products. In 2023, our Wholesale brokerage business placed over $36 billion of premiums and generated $1,568 million, or 46%, of Pro Forma Adjusted Revenue during 2023, which resulted in a 9% Pro Forma Adjusted Revenue CAGR from 2021 to 2023.

Our Wholesale brokerage business is structured into two divisions: CRC and LRB. CRC represented 78% of our Wholesale brokerage Pro Forma Adjusted Revenue in 2023, and LRB represented the remaining 22% of Pro Forma Adjusted Revenue.

Through CRC, we are the third largest P&C wholesale broker in the United States by 2022 premium volume, placing approximately $13 billion of premiums in 2023. CRC is a leading provider of specialty brokerage services across property, casualty and professional lines of business. Through our affiliated CRC Binding and Tapco brands, we also offer direct access to open-brokerage capabilities, in-house binding facilities and MGA facilities for numerous commercial insurance classes and lines of coverage. CRC had an 11% revenue CAGR from 2021 to 2023.

CRC maintains extensive relationships with retail producers and insurance carriers through a national network of 750 producers sitting across nearly 100 offices. Our size, scale and strong relationships within the insurance marketplace enhance our ability to provide customers with comprehensive access to these markets. We also leverage our product expertise, relationships with carriers and proprietary data to structure new insurance programs and products to respond to opportunities in the marketplace. Via our Insurisk brand, we leverage data collected from CRC's business to provide 15 exclusive products to CRC producers. We also maintain a proprietary data and analytics platform called REDY that harnesses millions of data points on wholesale products, spanning dozens of coverages and thousands of industries, to deliver valuable and actional intelligence to our producers and provide a distinct competitive advantage in the marketplace.

LRB is comprised of two leading brands in the life, retirement and benefits space. Crump is a leading third-party distributor and service provider of life insurance retirement products in the United States, while BenefitMall is a leading wholesale employee benefits platform.

Specialty Programs (15% of Pro Forma Adjusted Revenue in 2023)

We operate a variety of specialty insurance programs wherein insurance carriers have authorized us to perform certain functions on their behalf – including underwriting, pricing, and binding – for designated risks. Our authority to perform these functions is usually subject to underwriting guidelines, policy limits and pricing parameters that are developed jointly with our carrier partners and are specific to each program.

When our subsidiaries and programs serve as an MGA, we generally act as an intermediary between retail and wholesale brokers who request insurance coverages and carriers who provide balance sheet capacity. If we are able to bind coverages, we issue policies on behalf of the insurance carriers we represent. Because we operate on behalf of the insurance carriers, our programs do not take underwriting risk for the policies we bind.

Our Specialty Programs business is one of the largest MGA platforms in the United States by 2022 premium volume with $5.4 billion of premiums written in 2023 spread across more than 40 programs. We have a highly diversified business mix comprised of 46% property, 10% construction, 10% transportation, 9% reinsurance, 9% professional lines, 6% marine and energy, 4% real estate and 6% other lines for 2023 premiums. In 2023, our Specialty Programs business generated $505 million, or 15%, of Pro Forma Adjusted Revenue. Our Specialty Programs business had an approximate 8% Pro Forma Adjusted Revenue CAGR from 2021 to 2023, excluding the recently acquired Wellington (which is housed within AmRisc). As of December 31, 2023, over 760 employees were part of the Specialty Programs business.

Our Specialty Programs division operates through two divisions: AmRisc and Starwind. During 2023, AmRisc generated $262 million of Pro Forma Adjusted Revenue, of which $27 million was contributed by Wellington (which is housed within AmRisc), and Starwind generated $216 million of Pro Forma Adjusted Revenue.

AmRisc is one of the largest property catastrophe MGAs in the United States with $2.6 billion of total premiums written during 2023. Of these premiums, approximately $2.3 billion are allocated to commercial lines. Commercial lines are offered by AmRisc and its related brands, which include Chronos Retail, Waypoint Wholesale, and AmRisc Online. The remaining $264 million of AmRisc's premiums are allocated to admitted personal lines, which are offered under the Wellington brand. Wellington was acquired by AmRisc in 2021 and is focused on providing coverages for the Texas homeowners' market. AmRisc has a strong track record of underwriting profitability and, together with Wellington, employed over 140 specialist underwriters as of December 31, 2023. AmRisc posted a 7% CAGR for commissions and fees between 2021 and 2023, excluding Wellington.

Starwind is a leading casualty-focused specialty program manager focused on underwriting and distributing complex insurance solutions through dozens of specialized MGAs. Starwind provides specialty products across multiple industries with a full suite of services comprising underwriting, distribution and claims management. As of December 31, 2023, over 30 insurance brands were managed by Starwind, including Prime Specialty and Venture Underwriters for contractor general liability and excess liability, Continental Underwriters for tailored marine, inland marine, excess liability and cargo, Norman-Spencer for real estate professional and wholesale brokerage, Aspen Insurance for personal auto and personal property, Allstar Transportation Specialists for E&S trucking, Coastal Insurance Underwriters for homeowners and condominium associations as well as golf and country clubs, and Allstar Underwriters for commercial auto, homeowners and commercial property. Starwind posted a 12% Pro Forma Adjusted Revenue CAGR between 2021 and 2023.

Title (3% of Pro Forma Adjusted Revenue in 2023)

Our Title business operates through Kensington Vanguard National Land Services, an independent commercial title agency in the United States. Kensington Vanguard National Land Services serves as an agent to the nation's largest title insurance underwriters, providing commercial and residential title insurance as well as other related services. In 2023, our Title business generated $92 million of Pro Forma Adjusted Revenue, or 3%, of Pro Forma Adjusted Revenue.

Our Industry

We operate our business within the U.S. insurance brokerage industry. We primarily compete for business on the basis of reputation, relationships, client service, expertise, product offerings, and the ability to tailor our products and risk management services to meet the needs of clients. Through our Retail brokerage business, we compete with a number of insurance brokerage firms that focus on delivering services to Fortune 1000 and medium-sized companies, including large publicly traded brokers (such as Marsh & McLennan Companies, Inc., Aon plc, Willis Towers Watson Public Limited Company, Arthur J. Gallagher & Co. and Brown & Brown, Inc.), large privately held brokerage businesses and other small locally-owned agencies. Through our Wholesale brokerage business, we compete with a number of other wholesale brokerage firms such as Ryan Specialty Holdings, Inc. (publicly traded), Amwins Group, Inc. (privately held) and others, as well as retail brokerage firms that distribute products similar to the types of products we distribute and insurance carriers that distribute these products directly through retail producers. Through our Specialty Programs business, we compete with a variety of sources for standard and specialized insurance products with similar coverages. In many cases, our competitors are MGAs, wholesale brokerage firms and insurance carriers.

P&C Insurance Brokerage Market

P&C insurance in the United States is sold by two types of insurance carriers: those that are admitted and those that are non-admitted. Admitted carriers typically sell standard insurance products for which insurance rates and risk coverages are relatively uniform and must comply with applicable laws and, in certain states, regulatory approval. Non-admitted carriers typically engage in the E&S lines market, taking on relatively specialized and complex risks that do not fit the underwriting criteria of standard insurance products.

Through the scope of our business activities as an insurance broker, we provide products and services to both the admitted and non-admitted insurance markets. Insurance brokers act as intermediaries between insureds and insurance carriers. Retail producers place P&C insurance coverages on behalf of businesses, public institutions and individual clients, negotiating with carriers for competitive rates and policy terms. Retail producers are typically compensated through commissions paid by carriers on the premium that is placed; however, they can also be paid on a fee basis for their insurance placement and other risk consultation services. Wholesale insurance brokers act as intermediaries between insurance carriers and retail producers by assisting retail producers in placing business that is outside of their core expertise or ability to place directly. Wholesale insurance brokers often provide retail insurance brokers with specialty and E&S insurance products. Wholesale brokers are typically compensated by commissions paid by the insurance carrier, although they can also receive fees in addition to commissions for placing certain insurance policies. In some cases, brokers can act as an MGA for insurance carriers. An MGA generally has authority to bind coverage on behalf of an insurance carrier for a specific type of risk, subject to agreed-upon guidelines and limits. An MGA generally does not assume underwriting risk for the products that it distributes.

Historically, despite economic ebbs and flows, the P&C insurance sector has demonstrated resilient and stable growth. Total U.S. P&C direct written premiums increased each year between 1996 and 2023 (except during the 2008 global financial crisis), resulting in a 4.4% CAGR from 1996 to 2022. P&C premium growth tends to be less volatile than changes in insurance rates, which can fluctuate during soft and hard markets. During periods of declining premium rates (known as soft markets), insureds tend to increase limits on coverages, purchase new coverages and reduce deductibles. Conversely, during periods of increasing premium rates (known as hard markets), insureds typically lower coverages and maintain higher deductibles. Combined with overall economic growth, these dynamics have led to stable growth in P&C premiums over time.

The P&C insurance brokerage market has seen a large amount of consolidation activity over the last decade as the industry shifts from a high degree of fragmentation to one where scaled, national platforms command a growing share of the market. However, despite substantial consolidation, more than 40,000 independent brokerage agencies were operating in the United States in 2022, an increase from 36,000 in 2020. We believe that this provides a stable basis for ongoing M&A activity in the sector.

Employee Benefits Market

Employee benefits brokers and consultants primarily cater to companies and their employees by offering a suite of health-related insurance products, including medical, life and disability coverages, as well as overseeing retirement and asset management programs. These experts act both as intermediaries and strategic planners, offering guidance on structuring benefit plans. As all-in-one solution providers, they enable middle-market businesses to outsource the complexities of benefits planning, oversight and administration, thus allowing these businesses to bypass the need for extensive internal infrastructure or significant investments in technology.

Demand for employee benefits offerings is largely driven by overall employment levels. The primary driver of pricing for these products and services is healthcare spending. The design and execution of employee benefit strategies have become increasingly nuanced, especially against the backdrop of ongoing healthcare inflation and increased regulatory complexity. This evolving landscape underscores the growing relevance of adept benefits brokers with strong service offerings and expertise.

Our Strengths

Scaled Platform with Market Leading Positions Across the Insurance Distribution Chain

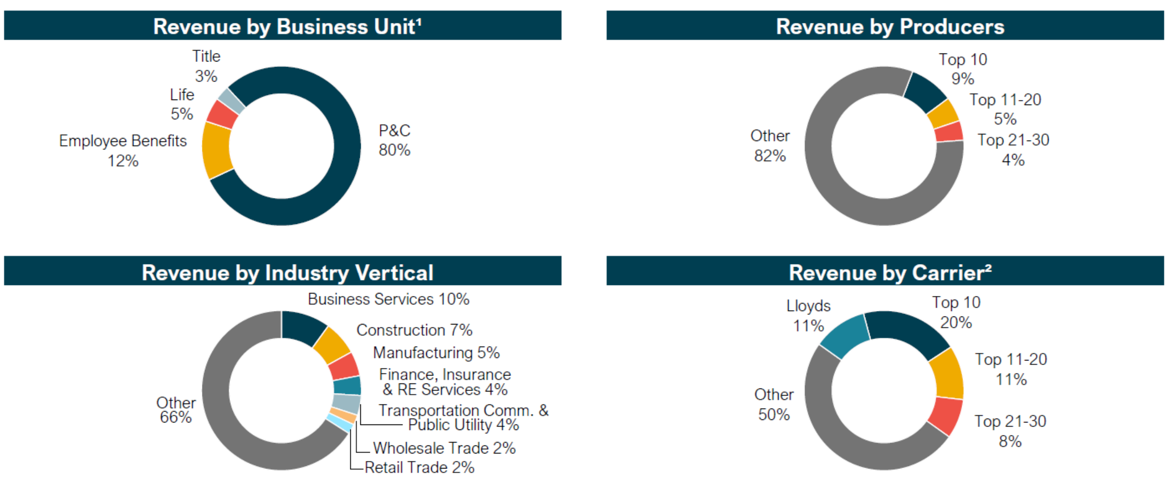
We are the fifth largest insurance broker in the United States by 2022 brokerage revenue with over $50 billion in premium volume and approximately $3.5 billion of revenue in 2023. We believe that our reputation, built through more than 100 years of operating history, as well as our size and scale grant us a distinct advantage in the marketplace, enabling us to better assist our clients while deepening our engagement with insurance carriers. As we continue to pursue our goals of increasing both our market share with clients and the depth of our relationships with insurance carriers, we expect to further enhance our value proposition by providing heightened access to both constituents. We believe we provide such enhanced access through a network of more than 2,000 producers and over

450 underwriters based in over 200 locations across the United States as of December 31, 2023. We also maintain over 40,000 wholesale agent relationships as of December 31, 2023.

We have robust capabilities across the insurance distribution chain, which we believe make us well positioned to better serve our clients while capturing a greater proportion of commission revenues. Our key brands include McGriff Insurance (a top 15 retail broker by 2022 brokerage revenue), CRC (a top 3 P&C wholesale broker by 2022 premium volume), AmRisc (a leading property catastrophe MGA), Starwind (a leading program manager), Crump (a leading life wholesaler), BenefitMall (a leading employee benefits wholesaler) and Kensington Vanguard (an independent commercial title agency). Through these brands, we are the fifth largest broker in the United States by 2022 brokerage revenue, the largest multiline wholesale broker in the United States by 2022 premium volume and one of the largest MGA programs in the United States by 2022 premium volume.

Highly Diversified Business Model

Our revenue base is highly diversified across distribution channels, lines of business, geographies, clients, end markets, producers and carriers, among other factors. Our diversification ensures limited reliance on any particular product, distribution channel, customer, or market, reducing our exposure to any adverse industry developments and macroeconomic factors and thereby mitigating volatility in our overall financial performance. In addition, the breadth of our offerings provides us with various avenues through which we can identify gaps in the market and develop specialized products to capture unmet demand.

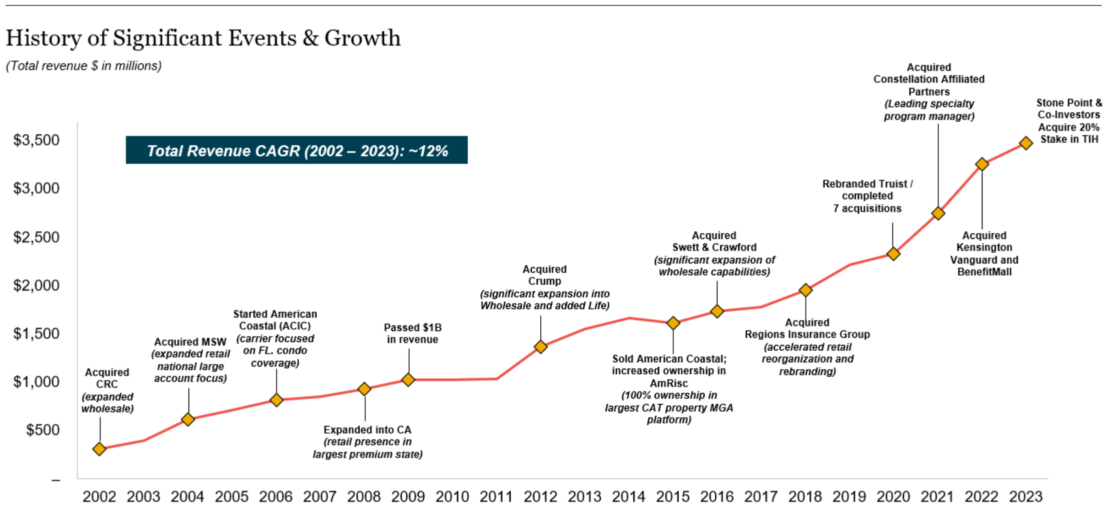


1) P&C represents CRC, Specialty Programs and McGriff Insurance (excluding employee benefits). Employee benefits represents McGriff Insurance’s employee benefits business and BenefitMall. Life represents Crump. Title represents Kensington Vanguard.
2) Top 30 rankings exclude Lloyd’s market.

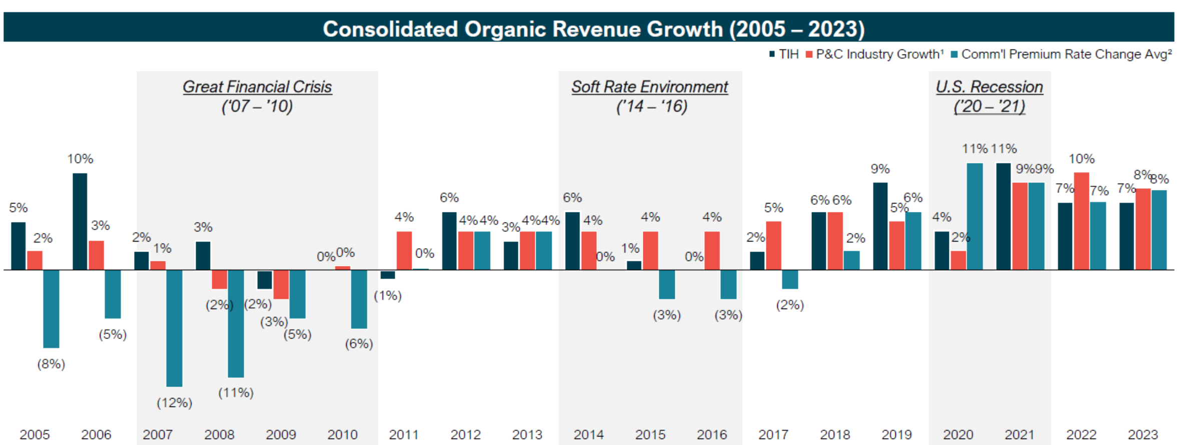
Given the diversification of our business model, we are well positioned to channel premiums across several distribution channels in situations that would benefit our clients. Ultimately, this enables us to better serve our clients by providing enhanced coverage and placement for their risks while also allowing us to capture a greater proportion of economics from the value chain. In 2023, McGriff Insurance placed approximately $1 billion of premiums into CRC, 8% of CRC’s total premium. In the same year, McGriff Insurance placed approximately $54 million of premiums into Starwind, 2% of Starwind’s total premium. Similarly, CRC placed approximately $580 million of premiums with AmRisc, 23% of Amrisc’s total premium, and approximately $280 million of premiums with Starwind, 9% of Starwind’s total premium.

Long-Term Track Record of Growth with Continued Secular Tailwinds

We have a long-term track record of consistent growth. Over the last 19 years, we have demonstrated a robust growth trajectory with a 9.5% total revenue CAGR and 4.2% average annual organic growth.

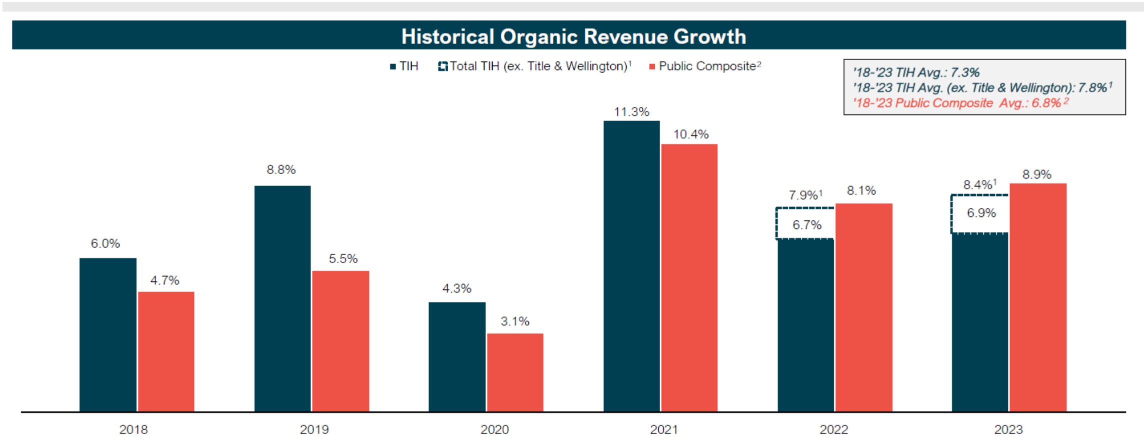


We have a demonstrated track record of growing organically across P&C and economic market cycles. Our average organic revenue growth was 8%, 8% and 5% over the last 3, 5 and 10 years, respectively. We benefit from the non-discretionary nature of insurance coverage and employee benefits, which we believe creates relatively stable, consistent demand for our offerings across P&C and economic market cycles. We also believe we benefit from distinct advantages in the marketplace driven by our longstanding reputation, scale, depth of relationships, client service, expertise, and product offerings.



1) Based on P&C direct premiums written.
2) Based on annual average commercial P&C rate changes.

We believe that our organic revenue growth compares favorably to large, publicly traded insurance brokers with whom we compete (such as Marsh & McLennan Companies, Inc., Aon plc, Willis Towers Watson Public Limited Company, Arthur J. Gallagher & Co. and Brown & Brown, Inc.). Since 2018, we have generated higher annual organic revenue growth compared to the median of large, publicly traded peer brokerage segments. Our average annual organic revenue growth between 2018 and 2023 was 7.3%, including our Title and Wellington businesses, and 7.8% excluding these businesses. This compares favorably to a public peer composite average of 6.8%. We believe that our outperformance is driven by our diversified business model and strong growth across our wholesale P&C and MGA businesses.



1) Represents TIH organic revenue growth excluding the Title and Wellington businesses.
2) Represents the median organic revenue growth for the brokerage segments of Marsh & McLennan Companies, Inc., Aon plc, Willis Towers Watson Public Limited Company, Arthur J. Gallagher & Co. and Brown & Brown, Inc. per public filings.

We believe that a combination of secular tailwinds, in addition to our identified growth initiatives, will help to sustain our strong organic growth trajectory.

Market Share Growth for E&S Lines and MGAs. Insurance risks are becoming increasingly complex and specialized given the impacts of globalization and technological change, among other factors. As a result, E&S lines are becoming more prevalent in the United States, resulting in higher market share. In 2022, $98 billion of direct premiums written were in E&S lines, representing 11% of P&C premiums in the United States. This is nearly double the $45 billion of E&S direct written premiums in 2017, which comprised 7% of P&C premiums at the time. Similarly, utilization of MGAs is increasing as a means of efficiently underwriting and placing complex risks. Direct written premiums channeled through MGAs in the United States grew from $43 billion in 2017 to $86 billion in 2022, reflecting a growth in market share from 7% to 10% of total P&C premiums. We believe these trends have generated a sustained tailwind for our organic growth given the weighting of our product mix and distribution channels.

P&C Pricing Environment. The P&C sector is currently characterized by a hard market with a general upward trend in pricing. The average premium rate change for commercial P&C products was 10.6% in 2020, 9.0% in 2021, 7.5% in 2022 and 8.4% in 2023. We believe uplifts in pricing for the coverages we sell generate favorable impacts on our organic growth.

Broker Commission Rates. Broker commission rates have gradually increased over time and have demonstrated resilience amid the current hard market environment, reflecting the strong value proposition delivered by brokerage firms to clients and carriers. Direct commission rates for commercial P&C lines were 13.3% in 2019, 13.2% in 2020, 13.4% in 2021 and 13.6% in 2022, which compared favorably to 12.1% in 2011. We believe higher brokerage commission rates create a tailwind for our organic growth.

In addition to strong organic growth, our growth has also been propelled historically by acquiring and developing key capabilities that have enhanced the scale of our platform and the depth and breadth of our offerings.

Strong Financial Performance and Recurring Free Cash Flow Generation

We have a sustained track record of delivering strong growth in total revenue and Pro Forma Adjusted EBITDA. Our Pro Forma Adjusted EBITDA margin was 34.1% in 2023. Combined with limited capital expenditures, working capital requirements and cash tax obligations, we believe we are able to generate highly visible cash flows that can be used to drive organic growth, fund highly accretive acquisitions and repay debt. Our Free Cash Flow as a percentage of Pro Forma Adjusted EBITDA was 97.5% in 2021, 98.1% in 2022 and 91.3% in 2023.

Seasoned, Aligned Management Team

We have a high-quality management team led by John Howard (Chairman and CEO) and Dave Obenauer (Vice Chairman and President), supported by a deep bench of industry veterans averaging more than 25 years of experience. In addition, we expect to benefit from the significant knowledge and experience of our Sponsors. We are committed to maintaining strong alignment throughout our organization by providing meaningful equity ownership across the management team and our top 1,500 producers and employees.

Our Strategies

Continued Execution of Organic Growth Initiatives

We are highly focused on driving organic growth across our business. Key components of our organic growth strategy include: (1) enhanced cross-sell to existing clients across all of our operations, (2) development of new programs and products given opportunities in the marketplace, and (3) producer recruitment and retention.

We have a long and successful track record of attracting and retaining producer talent. Since January 2019, we have hired over 360 producers at McGriff Insurance and over 270 brokers at CRC. The McGriff Insurance producer hires generated $103 million of revenue in 2023, representing approximately 9% of McGriff Insurance's total commissions and fees during 2023. The CRC broker hires generated $128 million of revenue in 2023, representing 10.7% of CRC's total commissions and fees during 2023. Producer recruiting activity remained strong in 2023 following Stone Point's minority investment and implementation of the new TIH equity incentive plan. Voluntary producer attrition has improved as well since the initial equity investment by Stone Point. We believe we have a significant opportunity to accelerate producer recruiting by leveraging our new equity incentive plan and additional investment in recruiting personnel and programs.

Disciplined Acquisition Strategy

We believe that we can enhance the strength and diversification of our platform by acquiring new capabilities and entering new regional markets. As such, we engage in discussions with potential acquisition targets on an ongoing basis. To successfully execute our acquisition strategy, we have developed a disciplined approach to evaluating and integrating acquisitions. An acquisition candidate must meet a number of financial and non-financial criteria to be considered a viable candidate. We target acquisitions that we believe will add to the strength of our platform while having the potential to generate strong financial performance in the future.

Foster an Equity Culture

We instituted a new equity incentive plan and a co-investment program in conjunction with Stone Point's initial equity investment in April 2023. Both programs have served to enhance alignment across our organization and drive higher producer retention and recruitment. As of December 31, 2023, over 1,500 of our employees and producers participate in our equity incentive plan and approximately 90 key leaders and producers have invested meaningful equity amounts alongside Stone Point through our co-investment program. In connection with the Transactions, we expect to implement an expanded equity incentive plan and co-investment program to drive further alignment and equity ownership across the producer base. Management will also be rolling a significant portion of their proceeds as part of the Rollover.

Enhance Operational Efficiency and Profitability

We have a track record of managing operating expenses effectively and driving continuous margin improvement over time. In 2023, we initiated a series of expense and efficiency initiatives to streamline our operations and increase operating leverage without impacting revenue. As of December 31, 2023, we have identified $96 million of expense reductions. Of this amount, $61 million of reductions have been actioned in 2023 (or are scheduled to be actioned in the first quarter of 2024) and $7 million have been realized in 2023. Key cost saving categories include: (1) targeted reductions in force of duplicative leadership and unprofitable producers across all business units, (2) rationalization of real estate footprint and consolidation of overlapping offices, (3) tightened oversight of travel and entertainment spend, and (4) third party vendor contract optimization. Viewing the $96 million of expected expense reductions holistically, 53% relates to organizational restructuring, 21% relates to additional outsourcing, 3% relates to real estate rationalization and 23% relates to other initiatives. Additionally, we have identified an incremental $28 million of potential expense reductions, which we expect to action in 2024, including $20 million in possible savings from outsourcing or offshoring non-client facing functions, $3 million of expected additional real estate rationalization savings and approximately $5 million of potential information technology savings. We believe there is a significant opportunity to improve profitability and drive efficiencies as a standalone entity that does not operate as a subsidiary of a bank.

Insurance Carriers

We maintain relationships with all major insurance carriers and have established relationships with major insurance and reinsurance companies, as well as with carriers in Canada. We are able to secure attractive terms from our insurance carriers on behalf of our clients because of our expertise, the established relationships that many of our producers have with these carriers and the amount of business that we are able to deliver. We also have in-house staff with underwriting expertise in several specialty programs, which helps insurance carriers to evaluate risks.

We are diversified from an insurance carrier standpoint. In 2023, our top 10 carriers accounted for approximately 20% of our premium volume, with none accounting for more than 3.2%.

Clients

We serve a wide range of clients, including large multinational corporations, small-and medium-sized enterprises and individual consumers. We are highly diversified from a client standpoint. As of December 31, 2023, we served over 1 million commercial and individual clients nationwide.

Regulation

The manner in which we conduct our business is subject to legal requirements and governmental regulatory supervision in the United States and in each state in which we operate. Although the scope of regulation and form of supervision may vary from state to state, insurance laws are often complex and generally grant broad discretion to supervisory authorities in adopting regulations and supervising regulated activities. These regulations are generally designed to protect our clients by establishing minimum standards of conduct and practice, particularly regarding the provision of advice and product information as well as the handling of client funds held in a fiduciary capacity.

Licensing requirements. In each state in which we do business, the relevant insurance brokerage is required to be licensed or to have received regulatory approval to conduct business. In addition to brokerage licensing requirements, most states in which we operate require individuals who engage in brokerage and certain insurance service activities to be licensed personally.

Our operations depend on the validity of and continued good standing under the licenses and approvals pursuant to which we operate. Licensing laws and regulations vary from state to state and are subject to amendment or interpretation by regulatory authorities. Such authorities generally have the discretion to grant, renew or revoke licenses and approvals for various reasons, including the violation of regulations. In some instances, where there is uncertainty as to applicability, we follow practices based on our interpretations of regulations or practices that we believe generally to be followed by the industry. These practices may turn out to be different from the interpretations of regulatory authorities. If we do not have the requisite licenses and approvals or do not comply with applicable regulatory requirements, state insurance regulators could preclude or temporarily suspend us from carrying on some or all of our activities in their state or could otherwise penalize us. This could adversely affect our ability to operate our business.

Disclosure requirements. In certain states, laws or regulations require enhanced disclosure to clients of contingent commission arrangements and other relationships that we may have with insurance carriers.

Client information privacy. The management and dissemination of information is critical to our business. We maintain confidential, personal and proprietary information relating to our clients. This information includes personally identifiable information, protected health information, and financial information. We are subject to data privacy laws and regulations relating to the collection, use, retention, security and transfer of this information.

Regulation regarding client funds. The handling of client funds we hold in a fiduciary capacity are subject to extensive regulation and supervision by state authorities. Such funds appear on our balance sheet as "Fiduciary cash" and we maintain such amounts in accounts segregated from our other cash and investment accounts. We believe we have taken appropriate steps to uphold our fiduciary duties to our clients in respect of these funds.

Competition

The business of providing insurance products and services is highly competitive. We compete for customers on the basis of reputation, client service, program and product offerings, and our ability to tailor products and services to meet the specific needs of a customer. We actively compete with numerous integrated financial services organizations as well as insurance companies and brokers, producer groups, individual insurance agents, investment management firms, independent financial planners and broker-dealers, including participants, such as Aon plc, Marsh & McLennan Companies, Inc., Willis Towers Watson plc, Arthur J. Gallagher & Co., Brown & Brown, Inc., AssuredPartners, Inc., Hub International Limited, USI, Inc., Amwins Group, Inc. and Ryan Specialty LLC.

Employees

As of December 31, 2023, we had nearly 10,000 employees, over 2,000 of which were producers, in over 200 offices across the United States and Canada. None of our employees are represented by a labor union. We believe we have good relations with our employees.

Facilities

Our principal executive offices are located at 550 South Caldwell Street, 15th Floor, Charlotte, NC 28202. As of December 31, 2023, we have over 200 offices across the United States and Canada. We believe that our facilities are adequate for our present purposes.

Systems and Technology

Our approach to technology is focused on supporting the Company's growth and innovation. We continue to evolve our enterprise-class, integrated technology platform by investing in advanced third-party and proprietary technology systems and infrastructure. This platform enables us to operate more efficiently and create new solutions for clients.

System optimization through digital innovation, and improving the completeness and accuracy of data have become recent priorities. We developed a data warehouse that is central to strategic data and technology initiatives. We continue to evolve our proprietary web-based client portals, self-service technologies, automation tools, mobile applications and analytics for clients. We also continue to focus on our cybersecurity program to ensure a strong security posture. Our digital innovation initiatives drive increased efficiencies for both our employees and clients.

Legal Proceedings

We have been subject to various claims, lawsuits and proceedings that arise in the normal course of business. These matters principally consist of alleged errors and omissions in connection with the placement of insurance and the rendering of administrative or consulting services. The placement of insurance and the handling of claims involve substantial amounts of money. Since errors and omissions claims against us may allege our potential liability for all or part of the amounts in question, claimants may seek large damage awards and these claims can involve significant defense costs. Errors and omissions could include, for example, our employees or sub-agents failing, whether negligently or intentionally, to place coverage or to notify insurance carriers of claims on behalf of clients, to provide insurance carriers with complete and accurate information relating to the risks being insured or to appropriately apply funds that we hold for our clients on a fiduciary basis.

We are also subject to litigation in circumstances where we hire producers or senior managers who are subject to confidentiality or non-solicitation agreements with our competitors. We have not recorded a liability related to any of these matters, other than for legal costs, because management is unable at the present time to make a determination that a loss is both probable and reasonably estimable.

We are periodically involved in other threatened and actual claims and litigation arising out of the ordinary course of business. Although we cannot be certain of the disposition of any claim or the outcome of any litigation, nor the amount of damages and exposure that we could incur, we currently believe that the final disposition of such matters will not have a material adverse effect on our business, results of operations, financial condition or cash flows.

For additional information on legal proceedings and related matters, see Note 15, "Commitments and Contingencies," in our consolidated financial statements appearing elsewhere in this offering memorandum.

MANAGEMENT

The following table provides information regarding who we expect will serve as the executive officers of TIH upon the consummation of the Transactions.

Name	Position(s)
John Howard	Chief Executive Officer
David Obenauer	President
Christopher Bradley	Chief Operating Officer
Kedar Bryan	Chief Marketing and Communications Officer
Andrea Holder	Chief Financial Officer
Matthew Hopes	Chief of Staff
Nicole Pemberton	Chief Human Resources Officer
Matthew Spriggs	Chief Information Officer
Tammy Stringer	General Counsel

John Howard has served as Chairman and Chief Executive Officer of TIH since January 2016. At TIH's predecessor companies, Mr. Howard served as Vice Chairman and Chief Executive Officer of the Wholesale and Specialty Division for BB&T Insurance Holdings from April 2012 to January 2016; Chief Executive Officer of Crump Group, Inc. from April 2007 to April 2012; and President of Insurance Services for The BISYS Group from September 2004 to April 2007. Prior to joining TIH (and its predecessors) in 2004, Mr. Howard held executive positions for multiple financial services companies, previously serving as President, Prudential Select Brokerage at Prudential Financial; President, Retirement Services at Conseco; and Senior Vice President at GE Capital. Additionally, prior to the separation of TIH from Truist Financial Corporation, Mr. Howard served as Senior Executive Vice President, and a member of the executive leadership team, of Truist Financial Corporation. Mr. Howard graduated with a bachelor's degree in Economics from Columbia University and an MBA from Duke University. Mr. Howard is a U.S. Navy veteran.

Dave Obenauer has served as Vice Chairman and President of TIH since October 2023. Beginning in 2012 through October 2023, Mr. Obenauer served in various positions at TIH and its subsidiary, CRC. Prior to joining TIH in 2012, Mr. Obenauer served as President of Crump Group Property and Casualty and Chief Financial Officer of Crump Group, Inc. He also led as Chief Financial Officer for Marsh Americas and as Chief Administrative Officer for Marsh's wholesale brokerage and underwriting management operations. Mr. Obenauer began his insurance industry career with United Educators Insurance, advancing through the ranks to become its Chief Financial Officer and Chief Operations Officer. Obenauer graduated with a bachelor's degree from Wake Forest University and with an MBA from The Wharton School of the University of Pennsylvania.

Chris Bradley has served as Chief Operating Officer of TIH since January 2024. With Truist since 2008, Mr. Bradley has held roles of increasing scope and responsibility, including as Executive Vice President – Capital & Model Development Manager from January 2018 to December 2021, Executive Vice President – FP&A and LOB CFO Group Manager from January 2022 to March 2023, and Executive Vice President – Head of Finance Transformation from March 2023 to January 2024. Mr. Bradley graduated with a bachelor's degree in Business Administration from James Madison University and with an MBA from the University of North Carolina at Chapel Hill.

Kedar Bryan has served as Chief Marketing and Communications Officer of TIH since August 2019. Prior to joining TIH, Mr. Bryan held various marketing and communications leadership roles in the insurance and health care systems industries and including as Director, Corporate Communications of Arrowpoint Capital from September 2007 to August 2019. Mr. Bryan graduated with a bachelor's degree in Journalism from the University of North Carolina at Chapel Hill and with a master's degree in Public Relations from American University.

Andrea Holder has served as Chief Financial Officer of TIH since July 2004. Before assuming her current role, Ms. Holder held various roles within the financial division of TIH, including Corporate Accounting Policy and Organizational Profitability Director. Ms. Holder graduated with a bachelor's degree in Business Administration and a master's degree in Accounting from the University of North Carolina at Chapel Hill.

Matt Hopes has served as Chief of Staff of TIH since May 2023. Prior to joining TIH, Mr. Hopes served as Deputy Chief of Staff, Retail Banking at Bank of America from May 2019 to May 2023 and as Chief Administrative Officer & Chief of Staff of USI Insurance Services from December 2017 to May 2019. Mr. Hopes graduated with a bachelor's degree from Ohio University.

Nicole Pemberton has served as Chief Human Resources Officer of TIH since December 2023. Prior to joining Truist, Ms. Pemberton served as HR Vice President of Allstate from July 2022 to January 2024 and held various roles at National General Insurance, including CHRO, SVP of Human Resources from May 2018 to September 2022 and Vice President Human Resources from May 2015 to April 2018. Ms. Pemberton graduated with a bachelor's degree in Sociology-Criminal Justice from Morgan State University and a master's degree in Human Resources Management from the University of Maryland.

Matthew Spriggs has served as Chief Information Officer of TIH since September 2021. Before assuming his current role, Mr. Spriggs served as Divisional CIO of TFC from December 2019 to September 2021. Prior to that, he held various roles at BB&T (now part of TFC), including Divisional CIO – Consumer Banking from August 2018 to December 2019 and Head of Digital Platforms from December 2016 to May 2018. Mr. Spriggs graduated with a bachelor's degree from the University of Memphis and with an MBA from the University of North Carolina.

Tammy Stringer has served as General Counsel of TIH since 2019. Prior to that time, Ms. Stringer was an Associate General Counsel, Insurance Division General Counsel of TFC. Prior to joining TFC, Ms. Stringer served in various legal roles at Royal SunAlliance, USA, Inc., Fulbright Jaworski, L.L.P. and at the U.S. Securities and Exchange Commission. Ms. Stringer graduated with a bachelor of arts degree from the University of Cincinnati and with a J.D. from the American University Washington College of Law.

Board Structure

Upon the consummation of the Transactions, the board of directors (the "Board") of Panther Aggregator LP ("TopCo"), our ultimate parent company, is expected to initially consist of eight members, including three Stone Point designees, three CD&R designees and John Howard, TIH's Chief Executive Officer. The size and members of the Board may change in the future to add additional designees appointed by our Sponsors or other co-investors and/or independent directors. Upon the consummation of the Transactions, the Sponsors will have the power to control us and our affairs and policies.

SECURITY OWNERSHIP

Upon the consummation of the Transactions, all of the issuers' issued and outstanding equity interests will be indirectly held by TopCo. At such time, TopCo's outstanding equity interests on a fully diluted basis are expected to be beneficially owned as follows: 34% by funds affiliated with Stone Point; 27% by funds affiliated with CD&R; 24% by certain co-investors; and 14% by TIH employees and management. Actual ownership amounts may vary depending on several factors, including, among others, the number of TIH equityholders who elect to participate in the Rollover.

CERTAIN RELATIONS AND RELATED PARTY TRANSACTIONS

The following discussion reflects our relationships and related party transactions entered into in connection with the Transactions.

Participation of SPC Capital Markets LLC

SPC Capital Markets LLC (an affiliate of Stone Point) is acting as an initial purchaser in the sale of the notes and will receive a portion of the initial purchasers' discount and commissions as a result. See "Plan of Distribution."

Participation of SPC Financing Company LLC

SPC Financing Company LLC (an affiliate of Stone Point) or one of its affiliates will participate as an arranger with respect to the First Lien Term Loan Facility, Revolving Credit Facility and Second Lien Term Loan Facility for which it will receive customary fees.

Investor Expense Reimbursement Agreements

We expect to enter into expense reimbursement agreements, dated on or about the Completion Date, with certain of our equityholders. Each reimbursement agreement will provide for reimbursement and indemnification for certain consulting and other services provided by the equityholder or its affiliates.

DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS

Senior Credit Facilities

On the Completion Date, the Company, as borrower (the "Borrower"), will enter into (i) a first lien credit agreement (the "First Lien Credit Agreement") governing its First Lien Credit Facilities with JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (the "First Lien Administrative Agent") and (ii) a second lien credit agreement (the "Second Lien Credit Agreement" and, together with the First Lien Credit Agreement, the "Credit Agreements") governing its Second Lien Term Loan Facility with Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (the "Second Lien Administrative Agent").

The Senior Credit Facilities provide for the First Lien Term Loan Facility in an aggregate principal amount of $3,350 million, the Revolving Credit Facility in an aggregate principal amount of $1,175 million and the Second Lien Term Loan Facility in an aggregate principal amount of $1,900 million.

The following is a summary description of certain terms of the Senior Credit Facilities.

Interest Rate and Fees

Borrowings under the Senior Credit Facilities will bear interest at a rate equal to an applicable margin plus, at our option, either (1)(x) with respect to loans denominated in US Dollars, Term SOFR and (y) with respect to loans denominated in any other currency, a benchmark rate agreed by ParentCo and the First Lien Administrative Agent, or (2) a base rate determined by reference to the highest of (x) the U.S. Prime Rate as quoted in the Wall Street Journal, (y) the sum of (A) the greater of (i) the federal funds effective rate and (ii) the overnight bank funding rate plus (B) 0.50% or (z) the Term SOFR Rate for an interest period of one month plus 1.00%.

In addition, under the Credit Agreements, the Borrower will be required to pay certain recurring fees with respect to the Senior Credit Facilities, including (i) a commitment fee to the lenders under the Revolving Credit Facility in respect of the unutilized commitments thereunder, (ii) letter of credit fees on the aggregate face amounts of outstanding letters of credit plus a fronting fee to the issuing bank and (iii) administration fees.

Prepayments

The Credit Agreements contain certain mandatory prepayment provisions, including with respect to excess cash flow (solely in the case of the First Lien Credit Facilities), asset sale proceeds and proceeds from certain incurrences of indebtedness, which are subject to certain exceptions. No mandatory prepayments will be required with respect to the Second Lien Credit Agreement until the First Lien Credit Facilities have been repaid in full.

Amortization and Maturity

Under the First Lien Credit Agreement, the Borrower will be required to make scheduled quarterly payments on the First Lien Term Loan Facility in an annual amount equal to 1% of the initial outstanding balance of the First Lien Term Loan Facility, with the balance of the First Lien Term Loan Facility to be due and payable on the seventh anniversary of the closing date of the Senior Credit Facilities.

There will be no scheduled amortization under the Revolving Credit Facility and the Second Lien Term Loan Facility. Any principal amount outstanding under the Revolving Credit Facility will be due and payable in full on the fifth anniversary of the closing date of the Senior Credit Facilities. Any principal amount outstanding under the Second Lien Term Loan Facility will be due and payable in full on the eighth anniversary of the closing date of the Senior Credit Facilities.

Guarantees; Security

Subject to certain exceptions, all obligations under the Credit Agreements will be unconditionally guaranteed by Holdings, ParentCo and certain of the ParentCo's existing direct or indirect wholly-owned material subsidiaries in the United States, and will be required to be guaranteed by certain future direct or indirect wholly-owned material United States subsidiaries of the Borrower. Subject to certain exceptions, (i) all obligations under the First Lien Credit Agreement, and the guarantees of those obligations, will be secured on a first-priority basis, subject to certain exceptions, by substantially all of the assets of ParentCo, the Issuers and the other guarantors, and the assets of the subsidiary guarantors and (ii) all obligations under the Second Lien Credit Agreement, and the guarantees of those obligations, will be secured on a second-priority basis, subject to certain exceptions, by substantially all of the assets of ParentCo, the Issuers and the other guarantors, and the assets of the subsidiary guarantors. In addition, the rights of the First Lien Secured Parties (as defined in the First Lien Credit Agreement) and the Second Lien Secured Parties (as defined in the Second Lien Credit Agreement) in the collateral will be subject to the Intercreditor Agreement (as defined in the First Lien Credit Agreement), which will provide that the lien of the Second Lien Secured Parties in the collateral shall be subordinate to the lien of the First Lien Secured Parties.

Representations, Warranties and Covenants

The Credit Agreements will contain a number of covenants that, among other things and subject to certain exceptions, restrict us and our restricted subsidiaries' ability to: (i) incur additional indebtedness, (ii) pay dividends on our capital stock or redeem, repurchase or retire our capital stock, (iii) make investments, (iv) create restrictions on the payment of dividends or other amounts to us, (v) engage in transactions with our affiliates, (vi) make dispositions, (vii) consummate fundamental changes, (viii) incur liens and (ix) prepay, redeem, repurchase, retire or amend certain subordinated debt.

The First Lien Credit Agreement will also contain a Senior Secured First Lien Net Leverage Ratio financial maintenance covenant that is only applicable to the Revolving Credit Facility and is only tested if the Revolving Credit Facility is drawn over a certain amount.

DESCRIPTION OF THE NOTES

General

Certain terms used in this description are defined under the subheading "Certain Definitions." In this description, (i) the term "Issuer" refers, prior to the Escrow Sub Merger (as defined below), to Panther Escrow Issuer LLC, a Delaware limited liability company (the "*Escrow Issuer*"), and, from and after the Escrow Sub Merger, to Truist Insurance Holdings, LLC, a Delaware limited liability company ("*TIH*"), and not any of their Subsidiaries, (ii) the term "McGriff Insurance" refers to McGriff Insurance Services, LLC, a North Carolina limited liability company, (iii) the term "Panther Co-Issuer" refers to Panther Co-Issuer, Inc., a Delaware corporation, (iv) the term "Holdings" refers to Panther Platform Holdco, L.P., a Delaware limited partnership, (v) the term "ParentCo" refers to Panther Platform Midco, L.P., a Delaware limited partnership, (vi) the term "Issuers" refers to, prior to the Escrow Sub Merger, the Escrow Issuer and Panther Co-Issuer (the "*Escrow Issuers*") and, from and after the Escrow Sub Merger, TIH, McGriff Insurance and Panther Co-Issuer and (vii) the terms "we," "our" and "us" each refer to the Escrow Issuers before the completion of the Escrow Sub Merger and, from and after the completion of the Escrow Sub Merger and the guarantee of the obligations under the Notes and the indenture by Holdings, ParentCo and the Subsidiary Guarantors (as defined below), Holdings and its consolidated Subsidiaries. The Indenture will provide that any action of the Issuers permitted or required by the Indenture may be taken by the Issuer on behalf of the Issuers with the same effect as if the Issuers had collectively taken such action.

The Escrow Issuers will issue $2,750.0 million aggregate principal amount of % senior secured notes due 2031 (the "*Notes*") under an indenture to be dated the Issue Date (the "*Indenture*") among the Escrow Issuers and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*") and as collateral agent (the "*Notes Collateral Agent*"). On the Completion Date (as defined below), the Guarantors (as defined below) will also be parties to the Indenture. Substantially concurrently with the consummation of the Acquisition, the Escrow Issuer will merge with and into TIH (the "*Escrow Sub Merger*"), with TIH continuing as the surviving entity and with TIH and McGriff Insurance assuming the obligations of the Escrow Issuer, and McGriff Insurance will become a co-obligor as an issuer, under the Notes and the Indenture pursuant to a supplemental indenture. On the Completion Date, the Guarantors will also guarantee the Issuers' obligations under the Indenture and the Notes. The Escrow Agreement referred to below under the caption "Escrow of Proceeds; Special Mandatory Redemption" will govern the terms of the escrow of the gross proceeds from this offering pending consummation of the Acquisition.

The Notes will be issued in a private transaction that is not subject to the registration requirements of the Securities Act. See "Notice to Investors." Except as set forth herein, the terms of the Notes will be substantially identical and include those expressly stated in the Indenture. Holders of the Notes will not be entitled to any registration rights, so the Indenture will not be qualified under the Trust Indenture Act. See "Transfer Restrictions" elsewhere in this Offering Memorandum.

The following description is only a summary of the material provisions of the Notes Documents, does not purport to be complete and is qualified in its entirety by reference to the provisions of the Notes Documents, including the definitions therein of certain terms used below. We urge you to read the Notes Documents because they, not this description, define your rights as Holders of the Notes. You may request copies of the Indenture at our address set forth under the heading "Summary—Corporate Information."

Brief Description of the Notes

The Notes will be:

- senior secured obligations of the Issuers;
- *pari passu* in right of payment with any existing and future Senior Indebtedness (including the Senior Credit Facilities) of the Issuers;

- prior to the Completion Date, secured on a first-priority basis by the Escrowed Property held in the Escrow Account and, from and after the Completion Date, secured on a first-priority basis by the Collateral, subject to certain Liens permitted under the Indenture;

- equal in priority as to the Collateral with respect to the First Lien Credit Facilities Obligations and the Other Pari Passu Lien Obligations (if any) incurred after the Issue Date;

- senior in right of payment to any future subordinated indebtedness of the Issuers;

- from and after the Completion Date, unconditionally guaranteed on a senior secured basis, jointly and severally, by each Guarantor;

- effectively senior to all existing and future unsecured Indebtedness and junior lien Indebtedness of the Issuer, including the Second Lien Credit Facility, to the extent of the value of the Collateral;

- effectively subordinated to any existing and future Indebtedness of the Issuers that is secured by Liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets; and

- structurally subordinated to any existing and future Indebtedness and other liabilities, including preferred stock, of any Non-Guarantor Subsidiaries.

Each Guarantee (as defined below) will be, following the Completion Date:

- a senior secured obligation of the applicable Guarantor;

- *pari passu* in right of payment with all existing and future senior Indebtedness of that Guarantor, including its guarantee of the Senior Credit Facilities;

- secured on a first-priority basis by the Collateral owned by that Guarantor, subject to certain Liens permitted under the Indenture;

- equal in priority as to the Collateral owned by that Guarantor with respect to the First Lien Credit Facilities Obligations and the Other Pari Passu Lien Obligations of that Guarantor (if any) incurred after the Completion Date;

- senior in right of payment to all future subordinated indebtedness of that Guarantor;

- effectively senior to all existing and future unsecured Indebtedness and junior lien Indebtedness of that Guarantor, including the Second Lien Credit Facility, to the extent of the value of the Collateral owned by that Guarantor;

- effectively subordinated to any existing and future Indebtedness of that Guarantor that is secured by Liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets; and

- structurally subordinated to all existing and future Indebtedness and other liabilities, including preferred stock, of any Subsidiaries of that Guarantor that are not Guarantors.

Guarantees

Prior to the Completion Date, the Notes will not be guaranteed. Following the Completion Date, Holdings, ParentCo, each of ParentCo's existing and future domestic Restricted Subsidiaries that guarantees the Senior Credit Facilities (other than Panther Co-Issuer, which will be a guarantor under the Senior Credit Facilities and a co-issuer of the Notes) and any future wholly-owned domestic subsidiary of Holdings of which ParentCo is a subsidiary that guarantees the obligations of the issuers under the Senior Credit Facilities (the "*Guarantors*") will also be required to Guarantee the Notes to the extent described in "—Certain Covenants—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries." We refer to all Guarantors that are Subsidiaries of ParentCo as "Subsidiary Guarantors."

Following the Completion Date, the Guarantors will initially jointly and severally unconditionally guarantee, on a senior secured basis, the full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Issuers under the Indenture and the Notes.

Not all of ParentCo's Subsidiaries will provide a Guarantee of the Notes. In the event of a bankruptcy, liquidation, reorganization or similar proceeding of any Non-Guarantor Subsidiary, such Non-Guarantor Subsidiary will pay the holders of its debt and its trade and other creditors before it will be able to distribute any of its assets to an Issuer or a Guarantor.

For the year ended December 31, 2023, the Company's subsidiaries that are anticipated to be Non-Guarantor Subsidiaries represented approximately 3% of the Company's consolidated revenues, 1% of the Company's consolidated assets, 1% of the Company's consolidated liabilities and 5% of the Company's consolidated EBITDA (as defined in the Offering Memorandum).

The obligations of each Guarantor under its Guarantees will be limited as necessary to prevent the Guarantees from constituting a fraudulent conveyance or fraudulent transfer under applicable law or to comply with corporate benefit, financial assistance and other laws.

Any entity that makes a payment under its Guarantee will be entitled, upon payment in full of all guaranteed obligations under the Indenture, to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

If a Guarantee were rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the Guarantor, and, depending on the amount of such indebtedness, a Guarantor's liability on its Guarantee could be reduced to zero. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—Federal and state fraudulent transfer or fraudulent conveyance laws permit a court, under certain circumstances, to void the notes and the guarantees (and the related security interests), and, if that occurs, you may not receive any payments on the notes."

A Guarantee by a Guarantor shall provide by its terms that it shall be automatically and unconditionally released and discharged upon:

(1) (a) any sale, exchange, transfer or other disposition (by merger, amalgamation, consolidation or otherwise) to any Person that is not a Guarantor or an Issuer of (i) as to Subsidiary Guarantors, the Capital Stock of such Subsidiary Guarantor (including any sale, exchange or transfer), after which the applicable Subsidiary Guarantor is no longer a Restricted Subsidiary, or (ii) all or substantially all the assets of such Guarantor, in either case which sale, exchange or transfer is made in compliance with the applicable provisions of the Indenture;

(b) upon the merger, amalgamation or consolidation of any Guarantor with and into an Issuer or another Guarantor or upon the liquidation of such Guarantor, in each case, in compliance with the applicable provisions of the Indenture;

(c) as to Subsidiary Guarantors, the designation of any Restricted Subsidiary that is a Subsidiary Guarantor as an Unrestricted Subsidiary in compliance with the applicable provisions of the Indenture or the occurrence of any event after which the Subsidiary Guarantor is no longer a Wholly Owned Subsidiary of ParentCo, in compliance with the applicable provisions of the Indenture;

(d) the Issuers exercising their legal defeasance option or covenant defeasance option as described under the caption "Legal Defeasance and Covenant Defeasance" or the satisfaction and discharge of the Issuers' obligations under the Indenture in accordance with the terms of the Indenture;

(e) as to Subsidiary Guarantors, to the extent that such Subsidiary Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of the guarantee referred to in such clause;

(f) such Guarantor being released from all of its obligations under all of its guarantees of payment of (i) all Indebtedness of the Issuers under the Senior Credit Facilities (except a discharge or release by or as a result of payment in connection with the enforcement of remedies under such guarantee or direct obligation) unless at the time of such release or discharge such Guarantor is then a guarantor or an obligor in respect of any other Indebtedness that would require it to provide a Guarantee pursuant to the covenant described under "—Certain Covenants— Limitation on Guarantees of Indebtedness by Restricted Subsidiaries"; or (ii) in the case of a Guarantee made by a Guarantor (each, an "*Other Guarantee*") as a result of its guarantee of other Indebtedness of an Issuer or a Guarantor pursuant to the covenant described under the caption "Certain Covenants— Limitation on Guarantees of Indebtedness by Restricted Subsidiaries," the relevant Indebtedness, except in the case of (i) or (ii), a release as a result of (x) payment in full under such guarantee (it being understood that a release subject to a contingent reinstatement is still considered a release, and if any such Guarantee of such Guarantor under the Senior Credit Facilities or any Other Guarantee is so reinstated, such Guarantee shall also be reinstated), or (y) a refinancing or replacement in full of the Senior Credit Facilities and/or such other Indebtedness;

(g) immediately prior and during the Suspension Period; provided that such Guarantee shall be reinstated upon the Reversion Date or, if earlier, the guarantee by such Guarantor of Indebtedness (or commitments in respect thereof) with Pari Passu Lien Priority relative to the Notes (for the avoidance of doubt, prior to giving effect to any release pursuant to this clause (g)); or

(h) as described under "—Amendment, Supplement and Waiver;" and

(2) delivery by the Issuers to the Trustee of an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

Security

The Notes, Guarantees and the other Notes Obligations will have the benefit of the Collateral, as to which the holders of the Notes and holders of the Senior Credit Facilities Obligations and future Other Pari Passu Lien Obligations (if any) will have a first-priority security interest (subject to Permitted Liens).

Collateral

The Collateral will be pledged as collateral to the Notes Collateral Agent for the benefit of the Trustee, the Notes Collateral Agent, and the Holders of the Notes. The Collateral will also be pledged as collateral to the First Lien Credit Facilities Collateral Agent for the benefit of the First Lien Credit Facilities Obligations. The Notes and Guarantees, together with the First Lien Credit Facilities Obligations and future Other Pari Passu Lien Obligations (if any), will be secured by first-priority security interests in the Collateral, subject to Permitted Liens. Following the Completion Date, the Notes Collateral generally will consist of (i) the equity of ParentCo, the Issuers, any Intermediate Parent and the Subsidiary Guarantors and (ii) substantially all assets of Holdings, ParentCo, the Issuers, any Intermediate Parent and the Subsidiary Guarantors, in each case, subject to customary exceptions and in no event including any Excluded Assets.

Initially, other than Indebtedness secured by Permitted Liens, only the Notes, the Guarantees, the other Notes Obligations and the First Lien Credit Facilities Obligations will have the benefit of the first-priority security interest in the Collateral. Except for Indebtedness secured by Permitted Liens (including, the First Lien Credit Facilities Obligations and, subject to the terms described herein, future Indebtedness constituting Other Pari Passu Lien Obligations), no other Indebtedness incurred by the Issuers or any Guarantor may share in the first-priority security interest in the Collateral.

Any additional Indebtedness that is incurred by the Issuers or any Guarantor in compliance with the terms of the Indenture may also be given a Lien on and security interest in the Collateral that ranks senior, pari passu or junior to the Lien of the Noteholder Secured Parties (as defined below) in the Collateral. See "—Certain Covenants—Liens."

Collateral Documents and Certain Related Intercreditor Provisions

The Issuers, the Guarantors and the Notes Collateral Agent (on behalf of itself, the Trustee and the Holders of the Notes) will enter into one or more Collateral Documents creating and establishing the terms of the security interests that secure the Notes and the Guarantees. These security interests will secure the payment and performance when due of all of the obligations of the Issuers and the Guarantors under the Notes, the Indenture, the Guarantees and the Collateral Documents, as provided in the Collateral Documents. The Trustee, the Notes Collateral Agent and each holder of Notes and each other holder of, or obligee in respect of, any Obligations in respect of the Notes outstanding at such time are referred to collectively as the "*Noteholder Secured Parties*."

Possession of the Collateral

Subject to the terms of the Collateral Documents, and unless an Event of Default shall have occurred and be continuing and the Notes Collateral Agent or, subject to the provisions of the Pari Passu Intercreditor Agreement, the First Lien Credit Facilities Collateral Agent shall have commenced enforcement of remedies with respect to the Collateral, the Issuers and the Guarantors will have the right to remain in possession and retain exclusive control of the Collateral securing the Obligations under the Notes, the Guarantees and the Indenture, to freely operate the Collateral and to collect, invest and dispose of any income therefrom. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—Sales of assets by the issuers and the guarantors could reduce the collateral and the related guarantees."

Further Assurances and After-Acquired Property

Subject to the applicable limitations set forth in the Collateral Documents and the Indenture (including limitations with respect to Excluded Assets), (i) the Issuers will, and will cause each Guarantor to, execute any and all further documents, financing statements (including continuation statements and amendments), agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law or that the Notes Collateral Agent may reasonably request, to grant, preserve, maintain, protect and perfect (or continue the perfection of) the validity and priority of the security interests created or intended to be created by the Collateral Documents in the Collateral, all at the expense of the Issuers and (ii) if, after the Completion Date, any assets (other than Excluded Assets), are acquired by an Issuer or are held by any Subsidiary on or after the time it becomes a Guarantor pursuant to the Indenture, including on the Reversion Date (other than assets constituting Collateral under a Collateral Document that become subject to the Lien created by such Collateral Document upon acquisition thereof or assets constituting Excluded Assets), then, if the Issuers have granted a security interest in such asset to the First Lien Credit Facilities Collateral Agent to secure the First Lien Credit Facilities Obligations, the Issuers will cause such assets to be subjected to a Lien securing the Secured Obligations and will take such actions as shall be necessary or as may be reasonably requested by the Notes Collateral Agent to grant and perfect such Liens, all at the expense of the Issuers.

Pari Passu Intercreditor Arrangements

The Notes Collateral Agent will enter into the Pari Passu Intercreditor Agreement (the "*Pari Passu Intercreditor Agreement*"), dated as of the Completion Date, among the Issuers, the other grantors party thereto, the Notes Collateral Agent and the First Lien Credit Facilities Collateral Agent, which Pari Passu Intercreditor Agreement may be amended as necessary in the event that additional permitted Other Pari Passu Lien Obligations are incurred. By their acceptance of the Notes, the holders of the Notes will agree to be bound by the terms of the Pari Passu Intercreditor Agreement and will be deemed to have authorized and directed the Notes Collateral Agent to execute, deliver and perform its obligations under the Pari Passu Intercreditor Agreement. The term "Collateral" as used in the description of the Pari Passu Intercreditor Agreement means the Collateral on which the collateral agents of two or more classes of Indebtedness having Pari Passu Lien Priority have a valid and perfected Lien. Under the Pari Passu Intercreditor Agreement, the Holders will be represented by the Notes Collateral Agent, the holders of the First Lien Credit Facilities Obligations will be represented by the First Lien Credit Facilities Collateral Agent and the holders of each class of Other Pari Passu Lien Obligations will be represented by their designated agent (each, an "*Authorized Representative*"). The Pari Passu Intercreditor Agreement will provide for the priorities and other relative rights among the holders of the Notes, the holders of the First Lien Credit Facilities Obligations and the holders of the Other Pari Passu Lien Obligations, including, among other things, that:

(1) notwithstanding the date, time, method, manner or order of grant, attachment or perfection (in millions) of any Liens on the Collateral securing the Notes, the First Lien Credit Facilities Obligations and the Other Pari Passu Lien Obligations, the Liens securing all such Indebtedness shall be of equal priority; and

(2) the Obligations in respect of the Notes, the First Lien Credit Facilities Obligations and the Other Pari Passu Lien Obligations may be increased, extended, renewed, replaced, restated, supplemented, restructured, refunded, refinanced or otherwise amended from time to time, in each case, to the extent permitted by the Indenture, the Credit Agreement and the documentation governing the Other Pari Passu Lien Obligations.

The Pari Passu Intercreditor Agreement also will provide that only the "*Applicable Authorized Representative*" will have the right to direct foreclosures and take other actions with respect to the Collateral. We expect the First Lien Credit Facilities Collateral Agent will be the initial Applicable Authorized Representative until such time as the occurrence of a Non-Controlling Authorized Representative Enforcement Date (as defined below) (such date, the "*Applicable Authorized Agent Change Date*"). Following the Applicable Authorized Agent Change Date, the Major Non-Controlling Authorized Representative (as defined below), will become the Applicable Authorized Representative.

As of any date, the "*Major Non-Controlling Authorized Representative*" is the Authorized Representative of the largest class of Indebtedness having Pari Passu Lien Priority then-outstanding (other than the same class as the class of Indebtedness represented by then Applicable Authorized Representative). The "*Non-Controlling Authorized Representative Enforcement Date*" is the date that is 180 days (throughout which 180-day period the applicable Authorized Representative was the Major Non-Controlling Authorized Representative) after the occurrence of both (a) an event of default under the terms of the class of Indebtedness represented by such Authorized Representative and (b) the Notes Collateral Agent's and each other Authorized Representative's receipt of written notice from that Authorized Representative certifying that (i) such Authorized Representative is the Major Non-Controlling Authorized Representative and that an event of default with respect to the class of Indebtedness having Pari Passu Lien Priority represented by the Major Non-Controlling Authorized Representative has occurred and is continuing and (ii) such class of Indebtedness having Pari Passu Lien Priority is currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of that class of Indebtedness having Pari Passu Lien Priority; provided, that such event of default under the terms of the class of Indebtedness represented by such Authorized Representative shall be continuing at the end of such 180-day period; provided, further, that the Non-Controlling Authorized Representative Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Collateral (1) at any time the Applicable Authorized Representative has commenced and is diligently pursuing any enforcement action with respect to such Collateral or (2) at any time an Issuer or any other Grantor that has granted a security interest in such Collateral is then a debtor under or with respect to (or otherwise subject to) any insolvency or liquidation proceeding.

(i) Only the Applicable Collateral Agent (as defined below) will and will have the right to exercise, or refrain from exercising, any rights, remedies and powers with respect to the Collateral, including any action to enforce their respective security interest in or realize upon any Collateral and any right, remedy or power with respect to any Collateral under any intercreditor agreement (other than the Pari Passu Intercreditor Agreement), and then only on the instructions of the Applicable Authorized Representative, (ii) the Applicable Collateral Agent shall not be required to, and shall not, follow any instructions or directions with respect to Collateral (including with respect to any intercreditor agreement with respect to any Collateral) from any Non-Controlling Secured Party, it being understood and agreed that, notwithstanding any such instruction or direction by the Applicable Authorized Representative, the Applicable Collateral Agent shall not be required to take any action that, in its opinion, could expose such collateral agent to liability or be contrary to any security document or applicable law, and (iii) no Non-Controlling Secured Party shall, or shall instruct the Applicable Collateral Agent to, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, take any other action to enforce its security interest in or realize upon, or exercise any other right, remedy or power with respect to (including any right, remedy or power under any intercreditor agreement other than the Pari Passu Intercreditor Agreement) any Collateral, whether under any credit document, applicable law or otherwise, it being agreed that only the Applicable Collateral Agent, acting on the instructions of the Applicable Authorized Representative and in accordance with the applicable security documents, shall be entitled to take any such actions or exercise any such rights, remedies and powers with respect to Collateral. Notwithstanding the equal priority of the Liens established under the Pari Passu Intercreditor Agreement with respect to the Collateral, the Applicable Collateral Agent (acting on the instructions of the Applicable Authorized Representative) may deal with the Collateral as if such collateral agent had a senior Lien on such Collateral. No Non-Controlling Secured Party will contest, protest or object to any foreclosure proceeding or action brought by the Applicable Collateral Agent, the Applicable Authorized Representative or any Controlling Secured Party, or any other exercise by the Applicable Collateral Agent, the Applicable Authorized Representative or any Controlling Secured Party of any rights, remedies or powers with respect to the Collateral, or seek to cause either Collateral Agent to do so.

"*Applicable Collateral Agent*" means (i) until the earlier of (x) the discharge of First Lien Credit Facilities Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date, the First Lien Credit Facilities Collateral Agent and (ii) from and after the earlier of (x) the discharge of First Lien Credit Facilities Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date, the Additional Collateral Agent. Note that the discharge of First Lien Credit Facilities Obligations will not be deemed to have occurred in connection with a refinancing of First Lien Credit Facilities Obligations with additional Indebtedness having Pari Passu Lien Priority which has been designated in writing by the First Lien Credit Facilities Collateral Agent to the Notes Collateral Agent and each other Authorized Representative as the "Credit Agreement" for purposes of the Pari Passu Intercreditor Agreement.

"*Additional Collateral Agent*" means, with respect to the Collateral (x) for so long as the Notes are the only class of additional Indebtedness having Pari Passu Lien Priority outstanding, the Notes Collateral Agent and (y) thereafter, the Collateral Agent of the same class as the Authorized Representative that is the Applicable Authorized Representative with respect to such Collateral at such time.

"*Controlling Secured Parties*" means, at any time with respect to any Collateral, (i) at any time when the First Lien Credit Facilities Collateral Agent is the Applicable Collateral Agent, the Credit Agreement Secured Parties and (ii) at any other time, the Pari Notes Debt Secured Parties of the same class as the Authorized Representative that is the Applicable Authorized Representative with respect to such Collateral at such time.

"*Non-Controlling Secured Parties*" means, at any time with respect to any Collateral, the Pari Notes Debt Secured Parties that are not Controlling Secured Parties at such time with respect to such Collateral.

If (i) an event of default has occurred and is continuing under any Indebtedness having Pari Passu Lien Priority, and any Authorized Representative or Pari Notes Debt Secured Party is taking action to enforce rights in respect of any Collateral, (ii) any distribution is made with respect to any Collateral in any insolvency or liquidation proceeding of an Issuer or any other Grantor (including any adequate protection payments) or (iii) any Authorized Representative or Pari Notes Debt Secured Party receives any payment with respect to any Collateral pursuant to any intercreditor agreement (other than the Pari Passu Intercreditor Agreement), the proceeds of any sale, collection or other liquidation of any such Collateral by any Authorized Representative or Pari Notes Debt Secured Party on account of such enforcement of rights or exercise of remedies, and any such distributions or payments received by Authorized Representative or Pari Notes Debt Secured Party, will be applied (i) first, to payment of all amounts owing to the Notes Collateral Agent, the First Lien Credit Facilities Collateral Agent, any other collateral agent with respect to Indebtedness having Pari Passu Lien Priority and the other Authorized Representatives, in their capacities as such, (ii) second, among the Indebtedness having Pari Passu Lien Priority to the payment in full of all such Indebtedness having Pari Passu Lien Priority on a ratable basis; provided that following the commencement of any insolvency or liquidation proceeding of an Issuer or any other Grantor, solely as among the secured parties and solely for purposes of this clause and not any Notes Documents or any other document governing any other Indebtedness having Pari Passu Lien Priority, in the event the value of the Collateral is not sufficient for the entire amount of post-petition interest, fees and expenses to be allowed under the Bankruptcy Code or any other applicable bankruptcy law in such insolvency or liquidation proceeding, the amount of such Indebtedness shall include only the maximum amount of post-petition interest, fees and expenses on such Indebtedness allowable under the applicable bankruptcy law in such insolvency or liquidation proceeding, and (iii) third, to the Issuers and the other Grantors or their successors or assigns, as their interests may appear, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

None of the holders of Indebtedness having Pari Passu Lien Priority may institute any suit or assert in any suit, insolvency or liquidation proceeding or other proceeding any claim against the Notes Collateral Agent, any other collateral agent with respect to Indebtedness having Pari Passu Lien Priority or any other holder of Other Pari Passu Lien Obligations seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Collateral. In addition, none of the holders of Indebtedness having Pari Passu Lien Priority may seek to have any Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Collateral. If any holder of Indebtedness having Pari Passu Lien Priority obtains possession of any Collateral or realizes any proceeds or payment in respect thereof, in each case, as a result of the enforcement of remedies, at any time prior to the discharge of each of such Indebtedness, then it must hold such Collateral, proceeds or payment in trust for the other holders of Indebtedness having Pari Passu Lien Priority and promptly transfer such Collateral, proceeds or payment to the Applicable Authorized Representative to be distributed in accordance with the Pari Passu Intercreditor Agreement.

The Pari Passu Intercreditor Agreement will provide that the holders of Indebtedness having Pari Passu Lien Priority of each class (and not the holders of Indebtedness having Pari Passu Lien Priority of any other class) bear the risk of (a) any determination by a court of competent jurisdiction that (i) any Indebtedness having Pari Passu Lien Priority of such class is unenforceable under applicable Law or is subordinated to any other obligations (other than to any Indebtedness having Pari Passu Lien Priority of any other class), (ii) any Indebtedness having Pari Passu Lien Priority of such class does not have a valid and perfected Lien on any of the Collateral securing any Indebtedness having Pari Passu Lien Priority of any other class and/or (iii) any intervening security interest exists securing any other obligations (other than Other Pari Passu Lien Obligations) on a basis ranking prior to the security interest of such class of Indebtedness having Pari Passu Lien Priority but junior to the security interest of any other class of Indebtedness having Pari Passu Lien Priority, or (b) the existence of any Collateral securing Indebtedness having Pari Passu Lien Priority of any other class that does not constitute Collateral with respect to Indebtedness having Pari Passu Lien Priority of such class (any condition referred to in clause (a) or (b) with respect to Indebtedness having Pari Passu Lien Priority of such class being referred to as an "*Impairment*" of such class). In the event an Impairment exists with respect to Indebtedness having Pari Passu Lien Priority of any class, the results of such Impairment shall be borne solely by the holders of Indebtedness having Pari Passu Lien Priority of such class, and the rights of such holders (including the right to receive distributions in accordance with the Pari Passu Intercreditor Agreement) shall be modified to the extent necessary so that the results of such Impairment are borne solely by such holders.

The Pari Passu Intercreditor Agreement provides that it shall continue in full force and effect notwithstanding the commencement and continuance of any insolvency or liquidation proceeding by or against an Issuer or any of its subsidiaries. The relative rights as to the Collateral and proceeds thereof shall continue after the commencement of any insolvency or liquidation proceeding on the same basis as prior to the date of the petition therefor. All references in the Pari Passu Intercreditor Agreement to an Issuer or any Guarantor shall include such Issuer or Guarantor as a debtor-in-possession and any receiver or trustee for such Issuer or Guarantor.

First/Second Lien Intercreditor Agreement

The Notes Collateral Agent will enter into the First/Second Lien Intercreditor Agreement (the "*First/Second Lien Intercreditor Agreement*"), dated as of the Completion Date, among the Issuers, the other grantors party thereto, the Notes Collateral Agent, the First Lien Credit Facilities Collateral Agent and the Second Lien Credit Facility Collateral Agent, which First/Second Lien Intercreditor Agreement may be amended as necessary in the event that additional permitted Indebtedness is incurred and to be secured by the Collateral. By their acceptance of the Notes, the holders of the Notes will agree to be bound by the terms of the First/Second Lien Intercreditor Agreement and will be deemed to have authorized and directed the Notes Collateral Agent to execute, deliver and perform its obligations under the First/Second Lien Intercreditor Agreement. The term "Collateral" as used in the description of the First/Second Lien Intercreditor Agreement means the Collateral on which in which the holders of Senior Obligations and the holders of Second Priority Debt Obligations hold or are purported to hold a security interest or Lien at such time.

The First/Second Lien Intercreditor Agreement will provide for the priorities and other relative rights among the holders of the Senior Obligations, on the one hand, and the holders of the Second Priority Debt Obligations, on the other hand, including, among other things, that:

(1) notwithstanding the date, time, manner or order of filing or recordation of any document or instrument or grant, attachment or perfection (a) any liens on the Collateral securing or purporting to secure any Senior Obligations shall have priority over and be senior in all respects and prior to any Lien on the Collateral securing or purporting to secure any Second Priority Debt Obligations and (b) any lien on the Collateral securing or purporting to secure any Second Priority Debt Obligations shall be junior and subordinate in all respects to all Liens on the Collateral securing or purporting to secure any Senior Obligations.

(2) the Obligations in respect of the Senior Obligations may be increased, extended, renewed, replaced, restated, supplemented, restructured, refunded, refinanced or otherwise amended from time to time, in each case, to the extent permitted by the Indenture, the First Lien Credit Agreement and the Second Lien Credit Facility .

The First/Second Lien Intercreditor Agreement also will provide that only the "*Senior Representatives*" will have the right to direct foreclosures and take other actions with respect to the Collateral until the date that is 180 days after the occurrence of both (a) an event of default under the terms of the Second Priority Debt Documents and (b) each Senior Representative's receipt of written notice from the applicable second priority representative certifying that (i) an event of default with respect to the class of Indebtedness having Junior Lien Priority represented by the applicable second priority representative has occurred and is continuing and (ii) such class of Indebtedness having Junior Lien Priority is currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of that class of Indebtedness having Junior Lien Priority; provided, that such event of default under the terms of the class of Indebtedness represented by such Authorized Representative shall be continuing at the end of such 180-day period; provided, further, that such 180 day period shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Collateral (1) at any time a Senior Representative has commenced and is diligently pursuing remedies with respect to any material portion of the Collateral, (2) at any time an Issuer or any other Grantor that has granted a security interest in such Collateral is then a debtor under or with respect to (or otherwise subject to) any insolvency or liquidation proceeding or (3) at any time that exercise of remedies is stayed by applicable law.

"*Second Priority Debt Documents*" means, the agreements governing the Second Priority Debt Obligations.

"*Second Priority Debt Obligations*" means, the Second Lien Credit Facility Obligations and any obligations in respect of Indebtedness and guarantees that have a Junior Lien Priority.

"*Senior Obligations*" means, the Obligations in respect of the Notes, the First Lien Credit Facilities Obligations and any Other Pari Passu Lien Obligations.

Release of Collateral

The Issuers and the Guarantors will be entitled to the releases of property and other assets included in the Collateral from the Liens securing the Notes under various circumstances.

A Subsidiary Guarantor or Issuer shall automatically and unconditionally be released from its obligations under the Notes Documents, and all security interests created by the Collateral Documents in Collateral owned by such Subsidiary Guarantor or Issuer shall be automatically and unconditionally released, (1) upon the consummation of any transaction or designation permitted by the Indenture as a result of which such Subsidiary Guarantor or Issuer ceases to be a Restricted Subsidiary or becomes an Excluded Subsidiary or (2) at the written election of the Issuers, in connection with a transaction permitted under the Indenture, as a result of which any such Subsidiary Guarantor or such Issuer ceases to be a Wholly Owned Subsidiary.

Upon any sale, disposition or other transfer by an Issuer or any Guarantor (other than to an Issuer or any Guarantor) of any Collateral in a transaction not prohibited under the covenant described under "—Repurchase at the Option of Holders—Asset Sales", or upon the effectiveness of any written consent to the release of the security interest created under any Collateral Document in any Collateral, the security interests in such Collateral created by the Collateral Documents shall be automatically and unconditionally released.

Upon the release of an Issuer from its obligations under the Notes Documents in compliance with the Indenture, the security interest in any Collateral owned by such Issuer created by the Collateral Documents shall be automatically and unconditionally released.

Upon the release of a Guarantor from its Guarantee in compliance with the Indenture, the security interest in any Collateral owned by such Guarantor created by the Collateral Documents shall be automatically and unconditionally released.

Upon the designation of a Restricted Subsidiary as an Unrestricted Subsidiary in compliance with this Agreement, the security interest created by the Collateral Documents in the Equity Interests of such new Unrestricted Subsidiary shall automatically and unconditionally be released.

Upon the occurrence of a Holdings Termination Event, Holdings shall be released from its Guarantee and the security interest in any Collateral owned by Holdings created by the Collateral Documents shall be automatically and unconditionally released.

Upon (i) payment in full of the principal of, together with accrued and unpaid interest on, the Notes and all other obligations (other than contingent indemnity obligations for which no demand has been made) under the Indenture, the Guarantees under the Indenture and the Collateral Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, is paid, or (ii) a legal defeasance or covenant defeasance under the Indenture as described below under "—Legal Defeasance and Covenant Defeasance" or a discharge of the Indenture as described under "—Satisfaction and Discharge," all obligations under the Notes Documents and all security interests created by the Collateral Documents shall be automatically and unconditionally released.

So long as any Senior Credit Facilities Obligations or Other Pari Passu Lien Obligations are outstanding, upon the release of all Liens thereon securing the Senior Credit Facilities Obligations and Other Pari Passu Lien Obligations, all security interests created by the Collateral Documents shall be automatically and unconditionally released.

The security interests created by the Collateral Documents shall also be automatically and unconditionally released as described under "—Amendment, Supplement and Waiver" and pursuant to the Pari Passu Intercreditor Agreement.

Any Lien granted to or held by the Notes Collateral Agent under any Notes Document shall be automatically released, in each case on any property (i) so that a Lien may be granted (or continue to subsist) over such property that is not prohibited by (and subject to any conditions in) clause (1), (4), (5), (6) (solely as it relates to Indebtedness permitted by clause (4) or (12)(y) of the second paragraph under the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"), (7), (8), (9)(c), (10)(a), (19), (20), (26) or (40) of the definition of Permitted Liens, provided, that in the case of clause (6) (solely as it relates to Indebtedness permitted by clause (12)(y) of the second paragraph under the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock") and clause (20) of the definition of Permitted Liens, the fair market value of the Collateral released pursuant to this clause (i) shall not exceed the amount of the Liens then permitted to be incurred under the applicable clause of the definition of Permitted Liens, (ii) that is granted to or held by the Notes Collateral Agent under any Notes Document to the holder of any Lien upon such property becoming subject to another Lien permitted by clause (6) (solely as it relates to Indebtedness permitted by clause (4) of the second paragraph under the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"), (7), (8), (12) or (40) of the definition of Permitted Liens, to the extent the contract or agreement pursuant to which such other Lien is granted prohibits any other Liens on such property.

Notwithstanding and in addition to the foregoing, and in addition to Liens on the Collateral that be released as described herein, the First Lien Administrative Agent, the First Lien Collateral Agent and the Notes Collateral Agent shall, at the written request of ParentCo, release the Lien on Collateral valued in the aggregate not in excess of the greater of $117,760,000 and 10% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis at the time of such request, in any fiscal year without the consent of the Trustee, any Holder or any other Person, so long as, at the time of any such release, ParentCo shall have delivered to the Notes Collateral Agent an Officer's Certificate setting forth the value of the Collateral to be released (as reasonably determined and calculated by ParentCo in good faith, which determination shall be conclusive).

Ranking

The payment of the principal of, premium, if any, and interest on the Notes and the payment of any Guarantee will rank *pari passu* in right of payment to all existing and future Senior Indebtedness of an Issuer or the relevant Guarantor, as the case may be, including the obligations of such Issuer and such Guarantor under the Senior Credit Facilities.

The Notes will be effectively senior in right of payment to all of any Issuer's and any Guarantor's existing and future unsecured Indebtedness and junior lien Indebtedness to the extent of the value of the assets securing the Notes. As of December 31, 2023, on an as adjusted basis after giving effect to the Transactions, the Issuers and the Guarantors would have had secured Indebtedness of approximately $8,000 million outstanding (including $1,900 million outstanding under the Second Lien Credit Facility) and an additional $1,175 million of unused revolving credit loan capacity under the First Lien Credit Facilities.

Although the Indenture will contain limitations on the amount of additional Indebtedness that the Issuers and the Guarantors may incur, under certain circumstances the amount of such Indebtedness could be substantial and, in any case, such Indebtedness may be Secured Indebtedness or Senior Indebtedness. See "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock."

Paying Agent and Registrar for the Notes

The Issuers will maintain one or more paying agents for the Notes. The initial paying agent for the Notes will be the Trustee. The Issuers will also maintain a registrar. The initial registrar will be the Trustee. The registrar will maintain a register reflecting ownership of the Notes outstanding from time to time and will make payments on and facilitate transfer of Notes on behalf of the Issuers. Payments of principal of, premium, if any, and interest on the Notes will be payable at the office or agency designated by the Issuers or, at the option of the Issuers, payment of interest may be made by check mailed to the Holders at their respective addresses set forth in the register of Holders. Until otherwise designated by the Issuers, the Issuers' office or agency maintained for such purpose will be the office of the Trustee.

The Issuers may change the paying agents or the registrars without prior notice to the Holders. The Issuers or any of their Subsidiaries may act as a paying agent or registrar.

Principal, Maturity and Interest

The Escrow Issuer will issue an aggregate principal amount of $2,750.0 million of Notes in this offering. The Notes will mature on , 2031. Subject to compliance with the covenants described under the captions "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "Certain Covenants—Liens," the Issuers may issue additional Notes from time to time after this offering under the Indenture (any such notes, the "*Additional Notes*"). The Notes offered by the Issuers and any Additional Notes subsequently issued under the Indenture will be treated as a single class for all purposes under the Indenture, including in respect of waivers, amendments, redemptions and offers to purchase. If any Additional Notes are not fungible with any other Notes for U.S. federal income tax purposes or if the Issuers otherwise determine that any Additional Notes should be differentiated from any other Notes, such Additional Notes shall have a separate CUSIP number, provided that, for the avoidance of doubt, such Additional Notes will still constitute a single series with all other Notes issued under the Indenture for all purposes other than for U.S. federal income tax purposes. Unless the context requires otherwise, references to "Notes" for all purposes under the Indenture and this "Description of the Notes" include any Additional Notes that are actually issued. The Notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Interest on the Notes will accrue at the rate of % per annum and will be payable semi-annually in arrears on and , commencing on , 2024, to the Holders of Notes of record on the immediately preceding and . Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. The rights of Holders of beneficial interests in the Notes to receive the payments on such Notes are subject to applicable procedures of DTC. If the due date for any payment in respect of any Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay. If the redemption date falls on a date that is on or after the record date and on or before the corresponding interest payment date, the accrued and unpaid interest to, but excluding, the redemption date will be paid on the redemption date to the Holder in whose name the Note is registered at the close of business on such record date in accordance with the applicable procedures of DTC, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuers. Interest on the Notes will be computed on the basis of a 360-day year comprising twelve 30-day months.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

Except as described under the caption "Escrow of Proceeds; Special Mandatory Redemption," the Issuers are not required to make any mandatory redemption or sinking fund payments with respect to the Notes. Additionally, under certain circumstances, the Issuers may be required to offer to purchase Notes as described under the caption "Repurchase at the Option of Holders." The Issuers may at any time and from time to time purchase Notes in the open market or otherwise.

Escrow of Proceeds; Special Mandatory Redemption

This offering may be consummated prior to the consummation of the Acquisition. Unless the Acquisition will be consummated substantially concurrently with the closing of this offering on the Issue Date, on the Issue Date, the Escrow Issuers will execute and deliver an escrow agreement (as amended, supplemented or modified from time to time, the "*Escrow Agreement*") with the Trustee and U.S. Bank Trust Company, National Association, as escrow agent (the "*Escrow Agent*"), pursuant to which an amount equal to the gross proceeds of this offering will be deposited into a segregated escrow account (the "*Escrow Account*") denominated in U.S. Dollars. By its acceptance of the Notes, each Holder shall be deemed to authorize and direct the Trustee to execute, deliver and perform its obligations under the Escrow Agreement. If the Acquisition is consummated substantially concurrently with the closing of this offering on the Issue Date, the "*Completion Date*" will be deemed to be the "*Issue Date*."

The Escrow Account will not include cash to fund any accrued and unpaid interest owing to Holders of the Notes, which is included in the Special Mandatory Redemption Price (as defined below). In the event that the Special Mandatory Price payable upon such Special Mandatory Redemption (as defined below) for the Notes exceeds the amount of the applicable Escrowed Property (as defined below), the Investors will be required to fund the difference between the applicable Special Mandatory Redemption Price plus fees and expenses and the amount of the Escrowed Property pursuant to a commitment provided by them.

The initial funds deposited in the Escrow Account, and all other funds, securities, interest, dividends, distributions, earnings and other property and payments credited to the Escrow Account in connection with the Notes (less any property and/or funds paid in accordance with the Escrow Agreement) are referred to, collectively, as the "*Escrowed Property*." The Escrowed Property will be controlled by the Escrow Agent, on behalf of the Trustee and the Holders of the Notes.

On the Business Day prior to a Special Mandatory Redemption Date for the Notes, in accordance with the Escrow Agreement, the Investors will deposit (or cause to be deposited) in the Escrow Account, an amount of cash that, when taken together with the Escrowed Property then on deposit in the Escrow Account, will be sufficient to fund a Special Mandatory Redemption of the Notes on the Special Mandatory Redemption Date. All funds deposited into the Escrow Account will be held by the Escrow Agent for the benefit of the Trustee and the Holders. Upon the consummation of the Acquisition, the foregoing provisions regarding the special mandatory redemption will cease to apply. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—Unless the Acquisition will be consummated on the closing date of this offering, if the Escrow Conditions are not satisfied, the Escrow Issuers will be required to redeem the notes, which means that you may not obtain the return you expect on the notes."

In order to cause the Escrow Agent to release the Escrowed Property to, or as directed by, the Escrow Issuer (the "*Escrow Release*"), the Escrow Issuers must deliver to the Escrow Agent and the Trustee on or prior to December 31, 2024 (the "*Escrow Outside Date*"), an Officer's Certificate (the "*Escrow Release Officer's Certificate*") certifying that the following conditions (the "*Escrow Conditions*") have been or, substantially concurrently with the release of the Escrowed Property will be, satisfied (the date of the Escrow Release is hereinafter referred to as the "*Completion Date*"):

(1) the Acquisition shall have been, or substantially concurrently with or promptly following the Escrow Release will be, consummated;

(2) the Senior Credit Facilities shall have become effective or will become effective substantially concurrently with or promptly following the Escrow Release;

(3) all Escrowed Property will be applied in the manner described under the caption "Use of Proceeds" in this Offering Memorandum; and

(4) (a) the Escrow Issuer shall have been, or substantially concurrently with the Escrow Release shall be, merged with and into the Company and the Company shall have assumed, or substantially concurrently with the Escrow Release shall assume, by supplemental indenture or joinder, as applicable, all of the obligations of the Escrow Issuer under the Notes, the Indenture and the Collateral Documents and (b) the Guarantors shall have, by supplemental indenture or joinder, effective upon the Completion Date and consummation of the Acquisition, become, or substantially concurrently with or promptly following the Escrow Release shall become, guarantors of the Notes and parties to the Indenture and the Collateral Documents.

To secure the payment of the special mandatory redemption, the Escrow Issuers will also grant to the Trustee for its benefit and the benefit of the Holders a security interest in the Escrow Account, and the Escrow Agreement will require that such security interest be perfected prior to the consummation of this offering of Notes. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—In a bankruptcy proceeding, the holders of notes might not be able to apply the Escrowed Property to repay the notes without bankruptcy court approval." If at any time the Escrow Account contains cash having an aggregate value in excess of the Special Mandatory Redemption Price on the Escrow Outside Date, such excess funds may be released to the Escrow Issuers at the option of the Escrow Issuers, after payment of fees and expenses of the Trustee and Escrow Agent, if any. Upon the acceleration of the maturity of the Notes or the failure to pay principal at maturity or upon certain redemptions and repurchases of the Notes, the Escrow Agreement will provide for the foreclosure by the Trustee upon the funds held in the Escrow Account. In the event of such a foreclosure, the proceeds of the Escrow Account will be applied, first, to amounts owing to the Trustee and Escrow Agent in respect of fees, expenses and other amounts payable to the

Trustee and Escrow Agent in accordance with the terms of the Escrow Agreement and the Indenture, second, to the holders of the Notes to the full extent of all Obligations under the Indenture and the Notes and, third, any remainder to the Escrow Issuers or their estates.

Except as the context otherwise requires, the provisions described elsewhere in this "Description of the Notes" refer to the provisions of the Indenture as will be in effect following the consummation of the Acquisition and the satisfaction of the Escrow Conditions.

Activities Prior to the Escrow Release

Prior to the satisfaction of the Escrow Conditions, the Escrow Issuers will be limited purpose entities whose primary activities are restricted to issuing the Notes, issuing capital stock to, and receiving capital contributions from, the Investors, performing their obligations in respect of the Notes under the Indenture and the Escrow Agreement, consummating the Transactions, the Escrow Conditions and the Escrow Release, redeeming the Notes as set forth above under the caption "—Escrow of Proceeds; Special Mandatory Redemption," as applicable, and conducting such other activities as are necessary or appropriate to carry out the activities described above. Prior to the satisfaction of the Escrow Conditions, the Escrow Issuers will not engage in any material business activity or enter into any material transaction or agreement except in the ordinary course of business or reasonably necessary to effectuate the Transactions substantially in accordance with the description of the Transactions set forth in this Offering Memorandum, together with such amendments, modifications and waivers that are not, individually or in the aggregate, materially adverse to us (after giving effect to the consummation of the Transactions) or to the Holders of the Notes, as determined by the Escrow Issuers in good faith.

Prior to the Completion Date, the Company, McGriff Insurance, Panther Co-Issuer and the Guarantors will not be parties to the Indenture. Accordingly, prior to the Completion Date, the Company, McGriff Insurance, Panther Co-Issuer and the Guarantors will not be subject to the restrictions, agreements or covenants in the Indenture.

Optional Redemption

Except as set forth below, the Issuers will not be entitled to redeem Notes at their option prior to , 2027.

At any time prior to , 2027, the Issuers may on one or more occasions redeem all or a part of the Notes, upon notice as described under the caption "Selection and Notice," at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, thereon, to, but not including, the date of redemption (the "*Redemption Date*").

On and after , 2027, the Issuers may on one or more occasions redeem all or a part of the Notes, upon notice as described under the caption "Selection and Notice," at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest, if any, thereon, to, but not including, the applicable Redemption Date, if redeemed during the twelve-month period beginning on , of each of the years indicated below:

Year	Percentage
2027	%
2028	%
2029 and thereafter	%

In addition, prior to , 2027, the Issuers may, at their option, on one or more occasions redeem up to 40% of the aggregate principal amount of Notes issued under the Indenture (including the principal amount of any Additional Notes issued under the Indenture) at a redemption price equal to % of the aggregate principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon, to, but not including, the applicable Redemption Date, with the net cash proceeds received by an Issuer from one or more Equity Offerings; *provided* that (a) at least 50% of the aggregate principal amount of Notes originally issued under the Indenture on the Issue Date (other than Notes held by the Issuers or any of their Affiliates) remains outstanding immediately after the occurrence of each such redemption, unless all such Notes are redeemed substantially concurrently and (b) each such redemption occurs within 180 days of the date of closing of each such Equity Offering.

In addition, at any time and from time to time prior to , 2027, the Issuers may redeem up to 10% of the aggregate principal amount of the Notes issued under the Indenture (including any Additional Notes) during each twelve-month period beginning on the Issue Date at a redemption price of 103% of the aggregate principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon, to, but not including, the applicable Redemption Date.

Notwithstanding the foregoing, in connection with any tender offer for all of the outstanding Notes at such time, including a Change of Control Offer or Asset Sale Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Issuers, or any third party making such a tender offer in lieu of the Issuers, purchase all of the Notes validly tendered and not withdrawn by such Holders, the Issuers or such third party will have the right upon not less than 10 nor more than 60 days' prior notice to the Holders and the Trustee, given not more than 30 days following such purchase date, to redeem all Notes that remain outstanding following such purchase at a redemption price equal to the price offered to each other Holder (excluding any early tender or incentive fee) in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but not including, the applicable Redemption Date.

Any notice of any redemption may be given prior to the redemption thereof, and any such redemption or notice may, at the Issuers' discretion, be subject to one or more conditions precedent, including, without limitation, the consummation of an incurrence or issuance of debt or equity or a Change of Control or other corporate transaction. If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Issuers' discretion, the redemption date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date as so delayed. In addition, the Issuers may provide in such notice that payment of the redemption price and performance of the Issuers' obligations with respect to such redemption may be performed by another Person.

The Notes to be redeemed shall be selected by the DTC in accordance with their procedures in the manner described under the caption "Selection and Notice."

Selection and Notice

If the Issuers are redeeming less than all of the Notes issued under the Indenture at any time, the Trustee will select the Notes to be redeemed (1) in accordance with customary DTC procedures or (2) on a *pro rata* basis to the extent practicable, or, if the *pro rata* basis is not practicable for any reason, by lot or by such other method as most nearly approximates a *pro rata* basis subject to customary DTC procedures. No Notes of $2,000 or less can be redeemed in part.

Notices of redemption shall be delivered electronically or mailed by first-class mail, postage prepaid, at least 10 but not more than 60 days before the redemption date to each Holder of Notes (with a copy to the Trustee) at such Holder's registered address or otherwise in accordance with the procedures of DTC, except that redemption notices may be delivered more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. If any Note is to be purchased or redeemed in part only, any notice of purchase or redemption that relates to such Note shall state the portion of the principal amount thereof that has been or is to be purchased or redeemed. With respect to Notes represented by certificated notes, the Issuers will issue a new Note in a principal amount equal to the unredeemed portion of the original Note in the name of the Holder upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the Redemption Date, unless the Issuers default in the payment of the redemption price, interest ceases to accrue on Notes or portions of them called for redemption.

Repurchase at the Option of Holders

Change of Control

The Indenture provides that if a Change of Control occurs, unless the Issuers have previously or substantially concurrently therewith delivered a redemption notice with respect to all the outstanding Notes as described under the caption "Optional Redemption," the Issuers will make an offer to purchase all of the Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control, the Issuers will send notice of such Change of Control Offer by electronic delivery in accordance with the procedures of DTC or first-class mail, with a copy to the Trustee and the paying agent, to each Holder of Notes to the address of such Holder appearing in the security register or otherwise in accordance with DTC's applicable procedures, with the following information:

(1) that a Change of Control Offer is being made pursuant to this covenant, and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuers;

(2) the purchase price and the purchase date, which will be no earlier than 10 days nor later than 60 days from the date such notice is delivered except in the case of a conditional Change of Control Offer made in advance of a Change of Control as described below (the "Change of Control Payment Date");

(3) that any Note not properly tendered will remain outstanding and continue to accrue interest;

(4) that unless the Issuers default in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;

(5) that Holders will be entitled to withdraw their tendered Notes and their election to require the Issuers to purchase such Notes; provided that the paying agent receives, not later than the close of business on the second Business Day prior to the expiration date of the Change of Control Offer, a facsimile transmission, electronic transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;

(6) that Holders whose Notes are being purchased only in part will be issued new Notes and such new Notes will be equal in principal amount to the unpurchased portion of the Notes surrendered. The unpurchased portion of the Notes must be equal to at least $2,000 or any integral multiple of $1,000 in excess thereof;

(7) if such notice is delivered prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control and describing each such condition; and

(8) the other instructions, as determined by the Issuers, consistent with the covenant described hereunder, that a Holder must follow.

To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture and the Issuers comply with the applicable securities laws and regulations, then the Issuers shall not be deemed to have breached their obligations described in the Indenture by virtue thereof.

On the Change of Control Payment Date, the Issuers will, to the extent permitted by law,

(1) accept for payment all Notes issued by it or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuers.

The Senior Credit Facilities will, and future credit agreements or other agreements relating to Indebtedness to which ParentCo becomes a party may, provide that certain change of control events with respect to ParentCo would constitute a default thereunder (including a Change of Control). If we experience a change of control that triggers a default under the Senior Credit Facilities or such other indebtedness, we could seek a waiver of such default or seek to refinance the Senior Credit Facilities or such other indebtedness. In the event we do not obtain such a waiver or refinance the Senior Credit Facilities or such other indebtedness, such default could result in amounts outstanding under the Senior Credit Facilities or such other indebtedness being declared due and payable.

Our ability to pay cash to the Holders of Notes following the occurrence of a Change of Control may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—We may not be able to finance a change of control offer or asset sale offer required by the indenture that will govern the notes."

The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the Initial Purchasers and us. After the Completion Date, we have no present intention to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future. Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "Certain Covenants—Liens." Such restrictions in the Indenture can be waived only with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture will not contain any covenants or provisions that may afford Holders of the Notes protection in the event of a highly leveraged transaction.

The Issuers will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuers and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

The definition of "*Change of Control*" includes a disposition of all or substantially all of the assets of ParentCo and its Subsidiaries, taken as a whole, to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the assets of ParentCo and its Subsidiaries, taken as a whole. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder of Notes may require the Issuers to make an offer to repurchase the Notes as described above.

The provisions under the Indenture relating to the Issuers' obligation to make an offer to repurchase the Notes as a result of a Change of Control, including the definition of Change of Control and Change of Control, may be waived or modified with the written consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding.

Asset Sales

The Indenture will provide that from and after the Completion Date, ParentCo will not consummate, and will not permit any of its Restricted Subsidiaries to consummate, an Asset Sale, unless:

(1) ParentCo or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(2) except in the case of a Permitted Asset Swap, if the property or assets sold or otherwise disposed of have a fair market value in excess of the greater of $588.8 million and 50% of Consolidated EBITDA for the most recently ended Test Period at the time of such disposition, calculated on a Pro Forma Basis, at least 75% of the consideration for such Asset Sale, together with all other Asset Sales since the Completion Date (on a cumulative basis) received by ParentCo or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; *provided* that the following shall be deemed to be Cash Equivalents for purposes of this provision and for no other purpose:

(a) any liabilities, contingent or otherwise, of ParentCo or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes or that are owed to ParentCo or a Restricted Subsidiary that (x) are assumed by the transferee of any such assets (or a third party in connection with such transfer) or (y) are otherwise cancelled or terminated in connection with the transaction with such transferee (other than intercompany debt owed to ParentCo or the Restricted Subsidiaries) and, in each case, for which ParentCo and all of the Restricted Subsidiaries have been validly released;

(b) any securities, notes or other obligations or assets received by ParentCo or such Restricted Subsidiary from such transferee that are converted by ParentCo or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of such Asset Sale;

(c) Indebtedness of any Restricted Subsidiary that ceases to be a Restricted Subsidiary as a result of such Asset Sale (other than intercompany debt owed to ParentCo or any Restricted Subsidiary), to the extent that ParentCo and each other Restricted Subsidiary are released from any guarantee of payment of the principal amount of such Indebtedness in connection with such Asset Sale in accordance with the terms of the Indenture;

(d) consideration consisting of Indebtedness of an Issuer or a Guarantor (other than intercompany debt owed to ParentCo or any Restricted Subsidiary and other than Subordinated Indebtedness) received after the Completion Date from Persons who are not Holdings, ParentCo or any Restricted Subsidiary;

(e) any Designated Non-cash Consideration received by ParentCo or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value taken together with all other Designated Non-cash Consideration received pursuant to this clause (e) that is at that time outstanding, not to exceed the greater of $588.8 million and 50% of Consolidated EBITDA for the most recently ended Test Period at the time of the receipt of such Designated Non-cash Consideration, calculated on a Pro Forma Basis (with the fair market value of each such item of Designated Non-cash Consideration being measured pursuant to this clause (e) at ParentCo's option, either at the time of contractually agreeing to such Asset Sale or at the time received and, in either case, without giving effect to subsequent changes in value); and

(f) any Investment, Capital Stock, assets, property or capital or other expenditure of the kind referred to in clauses (2) or (3) of the next paragraph.

Within 720 days after the receipt of any Net Proceeds of any Asset Sale of Collateral (the "*Proceeds Application Period*") in excess of the Excess Asset Sale Proceeds Amount ("*Adjusted Net Proceeds*"), ParentCo or such Restricted Subsidiary, at their option, may apply an amount equal to the Required Percentage of the Adjusted Net Proceeds from such Asset Sale of Collateral (the "*Applicable Net Proceeds*"),

(1) to reduce, prepay, repay or purchase:

(a) Obligations with Pari Passu Lien Priority (including the First Lien Credit Facilities or any Refinancing Indebtedness in respect thereof but other than Indebtedness owed to ParentCo or any Restricted Subsidiary), and, in the case of revolving obligations, to correspondingly reduce commitments with respect thereto, *provided* that, to the extent ParentCo or any Restricted Subsidiary will so repay any such Indebtedness (other than the Notes), the Issuers will reduce Obligations under the Notes on a pro rata basis by, at their option, (i) redeeming Notes as provided under the caption "Optional Redemption," (ii) purchasing Notes through open-market purchases or privately-negotiated transactions or (iii) by making an offer (in accordance with the procedures set forth herein for an Asset Sale Offer) to all Holders to purchase their Notes at a purchase price equal to 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the principal amount of the Notes to be repurchased to the date of repurchase; or

(b) Obligations in respect of Indebtedness of a Non-Guarantor Subsidiary, other than Indebtedness owed to ParentCo or another Restricted Subsidiary;

provided, in the case of clause (a) above, (i) if an offer to purchase any Indebtedness of ParentCo or any Restricted Subsidiary is made, such amount will be deemed repaid to the extent of the amount of such offer, whether or not accepted by the holders of such Indebtedness, and no Applicable Net Proceeds in the amount of such offer will be deemed to exist following such offer, and (ii) if the holder of any Indebtedness of ParentCo or a Restricted Subsidiary declines the repayment of such Indebtedness owed to it from such Applicable Net Proceeds such amount will be deemed repaid to the extent of the declined Applicable Net Proceeds, or

(2) to make (a) an Investment in any one or more businesses, provided that such Investment in any business is in the form of the acquisition of Capital Stock that results in ParentCo or any Restricted Subsidiary, as the case may be, owning an amount of the Capital Stock of such business such that such business constitutes a Restricted Subsidiary or increases ParentCo's direct or indirect percentage ownership of the Capital Stock of a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other assets, in the case of each of (a), (b) and (c), used or useful in a Similar Business, or

(3) to make an Investment in (a) any one or more businesses; *provided* that such Investment in any business is in the form of the acquisition of Capital Stock that results in ParentCo or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary or increases ParentCo's direct or indirect percentage ownership of the Capital Stock of a Restricted Subsidiary, (b) properties or (c) acquisitions of other assets that, in the case of each of (a), (b) and (c), replace the businesses, properties or assets that are the subject of such Asset Sale of Collateral, or

(4) any combination of the foregoing;

provided that, in the case of clauses (2) and (3) above, (A) a binding commitment shall be treated as a permitted application of the Applicable Net Proceeds from the date of such commitment so long as ParentCo, or such Restricted Subsidiary, enters into such commitment with the good faith expectation that such Applicable Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Applicable Net Proceeds are applied in connection therewith, ParentCo or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination; *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such Applicable Net Proceeds are applied, then such Applicable Net Proceeds shall constitute Excess Proceeds on the date of such cancellation or termination, and (B) ParentCo and its Restricted Subsidiaries will be deemed to have made a permitted application of the Applicable Net Proceeds if and to the extent that ParentCo and/or any Restricted Subsidiary shall have made such Investments, capital expenditures and/or acquisitions prior to the date of the consummation of such Asset Sale but following the earlier of notice of and execution of a definitive agreement for such Asset Sale.

Notwithstanding any other provisions of this covenant, (i) to the extent that any of or all the Net Proceeds of any Asset Sale of Collateral received or deemed to be received by a Foreign Subsidiary (a "*Foreign Disposition*") is (x) prohibited or delayed by applicable local law, (y) restricted by applicable organizational documents or any agreement or (z) subject to other onerous organizational or administrative impediments from being repatriated to the United States, an amount equal to the portion of such Net Proceeds so affected will not be required to be applied in compliance with this covenant, and such amounts shall not be so applied so long, but only so long, as the applicable local law, documents or agreements will not permit repatriation to ParentCo's country of domicile (ParentCo hereby agrees to use reasonable efforts (as determined in ParentCo's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, promptly take all actions reasonably required by the applicable local law, applicable organizational impediments or other impediment to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required, such repatriation of any of such affected Net Proceeds is permitted under the applicable local law, applicable organizational impediment or other impediment, an amount equal to such Net Proceeds (net of additional taxes that would be payable or reserved against as a result of such repatriation but only to the extent such taxes do not reduce Net Proceeds pursuant to the definition thereof) will be promptly (and in any event not later than five Business Days after such repatriation could be made) applied in compliance with this covenant and (ii) to the extent that ParentCo has determined in good faith that repatriation of any of or all the Net Proceeds of any Foreign Disposition would have an adverse tax consequence (which for the avoidance of doubt, includes, but is not limited to, any prepayment out of such Net Proceeds whereby doing so ParentCo, any of its Subsidiaries, any parent entity or any of their respective affiliates and/or equity owners would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax), an amount equal to the Net Proceeds so affected will not be required to be applied in compliance with this covenant. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

When the Applicable Net Proceeds from the Asset Sale of Collateral that are not invested or applied as provided and within the time period set forth in the second preceding paragraph (it being understood that any portion of such Applicable Net Proceeds used to make an offer to purchase Notes as described in clause (1)(a) or (1)(c) above will be deemed to have been so applied whether or not such offer is accepted) exceed the greater of (x) $588.8 million and (y) 50% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis (such amount of Applicable Net Proceeds that are in excess of such amount, "*Excess Proceeds*"), then, subject to the limitations with respect to Foreign Dispositions set forth above, the Issuers will make an offer (an "*Asset Sale Offer*") to all Holders of the Notes and, at the option of the Issuers, to any holders of any Pari Passu Indebtedness, to purchase the maximum aggregate principal amount of the Notes and such Pari Passu Indebtedness that is, in the case of the Notes, in an amount equal to at least $2,000 or an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price, in the case of the Notes, in cash in an amount equal to 100.0% of the principal amount thereof (or accreted value thereof in the case of other Pari Passu Indebtedness, if less), plus accrued and unpaid interest, if any, to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture (and, in respect of such Pari Passu Indebtedness, such other price, if any, as may be provided for by the terms of such Pari Passu Indebtedness). The Issuers will commence an Asset Sale Offer with respect to Excess Proceeds within 30 days after the expiration of the Proceeds Application Period by delivering the notice required pursuant to the terms of the Indenture, with a copy to the Trustee and the paying agent. The Issuers may, at their option, satisfy the foregoing obligations with respect to any Applicable Net Proceeds from an Asset Sale of Collateral by making an Asset Sale Offer with respect to such Net

Proceeds prior to the expiration of the Proceeds Application Period (the "*Advance Offer*") with respect to all or a part of the Applicable Net Proceeds (the "*Advance Portion*") in advance of being required to do so by the Indenture or with respect to any Declined Excess Proceeds.

To the extent that the aggregate principal amount (or accreted value, as applicable) of Notes and such Pari Passu Indebtedness tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds (or in the case of an Advance Offer, the Advance Portion), the Issuers may include any remaining Excess Proceeds (or in the case of an Advance Offer, the Advance Portion) in Declined Excess Proceeds, and use such Declined Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount (or accreted value in the case of other Pari Passu Indebtedness, as applicable) of Notes or the Pari Passu Indebtedness surrendered by such holders thereof exceeds the amount of Excess Proceeds (or, in the case of an Advance Offer, the Advance Portion), the Issuers shall select the Notes (while the Notes are in global form pursuant to the procedures of DTC) and such Pari Passu Indebtedness to be purchased on a pro rata basis based on the accreted value or aggregate principal amount of the Notes or such Pari Passu Indebtedness tendered; *provided* that no Notes will be selected and purchased in an unauthorized denomination. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds (or in the case of an Advance Offer, the Advance Portion) will be reset to zero. An Asset Sale Offer may be made at the same time as consents are solicited with respect to an amendment, supplement or waiver of the Indenture, Notes and/or Guarantees.

Pending the final application of any Applicable Net Proceeds pursuant to this covenant, the holder of such Applicable Net Proceeds may apply such Applicable Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise use such Applicable Net Proceeds in any manner not prohibited by the Indenture. ParentCo or any Restricted Subsidiary, as the case may be, may elect to invest in ParentCo and its Subsidiaries prior to receiving the Applicable Net Proceeds attributable to any given Asset Sale of Collateral (provided that such investment shall be made no earlier than execution of a definitive agreement for the relevant Asset Sale of Collateral) and deem the amount so invested to be applied pursuant to and in accordance with clauses (2) or (3) above with respect to such Asset Sale of Collateral.

To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, and ParentCo complies with the applicable securities laws and regulations, then ParentCo shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The provisions under the Indenture relative to the Issuers' obligations to make an offer to repurchase the Notes as a result of an Asset Sale of Collateral may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes then outstanding.

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture.

Covenant Suspension

If on any date following the Completion Date (i) the Notes have Investment Grade Ratings from two Rating Agencies ("*Investment Grade Status*"), and (ii) no Event of Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "*Covenant Suspension Event*"), ParentCo and its Restricted Subsidiaries will not be subject to the following covenants (collectively, the "*Suspended Covenants*"):

(1) "Repurchase at the Option of Holders—Asset Sales";

(2) "—Limitation on Restricted Payments";

(3) "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock";

(4) clause (3) of the first paragraph of "—Merger, Consolidation or Sale of All or Substantially All Assets";

(5) "—Transactions with Affiliates";

(6) "—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries"; and

(7) "—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries."

In the event that ParentCo and its Restricted Subsidiaries are not subject to the Suspended Covenants under the Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "*Reversion Date*") the Notes cease to have such Investment Grade Status, then ParentCo and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under the Indenture with respect to future events.

The period of time between the occurrence of a Covenant Suspension Event and the Reversion Date is referred to in this description as the "*Suspension Period*." Additionally, upon the occurrence of a Covenant Suspension Event, the amount of Excess Proceeds shall be reset to zero.

Notwithstanding the foregoing, in the event of any such reinstatement, no action taken or omitted to be taken by ParentCo or any of its Restricted Subsidiaries or events occurring prior to such reinstatement will give rise to a Default or Event of Default under the Indenture with respect to the Notes; *provided* that (1) with respect to Restricted Payments made after any such reinstatement, the amount available to be made as Restricted Payments will be calculated as though the covenant described under the caption "—Limitation on Restricted Payments" had been in effect prior to, but not during the Suspension Period, (2) all Indebtedness incurred, or Disqualified Stock or Preferred Stock issued, during the Suspension Period will be classified as having been incurred or issued pursuant to clause (3) of the second paragraph of the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock," (3) no Subsidiaries shall be designated as Unrestricted Subsidiaries during any Suspension Period, (4) any Affiliate Transaction entered into after the Reversion Date pursuant to an agreement entered into during any Suspension Period shall be deemed to be permitted pursuant to clause (6) of the covenant described under the caption "—Transactions with Affiliates," (5) any encumbrance or restriction on the ability of any Non-Guarantor Subsidiary to take any action described in clauses (1) through (3) of the covenant described under the caption "—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" that becomes effective during any Suspension Period shall be deemed to be permitted pursuant to clause (a) of the covenant described under the caption "—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" and (6) no Restricted Subsidiary of ParentCo shall be required to comply with the covenant described under the caption "—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries" after such reinstatement with respect to any guarantee entered into by such Restricted Subsidiary during any Suspension Period except that such Restricted Subsidiary shall execute and deliver a supplemental indenture to the Indenture providing for a Guarantee by such Restricted Subsidiary pursuant to the provisions of such covenant to the extent required and to the extent such Restricted Subsidiary has not already provided a Guarantee. No default or Event of Default with respect to a Suspended Covenant will be deemed to have occurred on the Reversion Date as a result of any actions taken by ParentCo or its Restricted Subsidiaries during the Suspension Period.

On and after each Reversion Date, ParentCo and its Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Suspension Period, so long as such contract and such consummation would have been permitted during such Suspension Period.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

The Trustee shall have no duty to monitor the ratings of the Notes, determine whether a Covenant Suspension Event or Reversion Date has occurred or notify Holders of the same.

Limitation on Restricted Payments

ParentCo will not:

(I) declare or pay any dividend or make any payment or distribution on account of ParentCo's Equity Interests, including any dividend or distribution payable in connection with any merger, amalgamation or consolidation other than dividends or distributions by ParentCo payable solely in its Equity Interests (other than any Disqualified Stock) or in options, warrants or other rights to purchase such Equity Interests;

(II) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of ParentCo or any direct or indirect parent company of ParentCo, including in connection with any merger, amalgamation or consolidation, held by Persons other than ParentCo or a Restricted Subsidiary;

(III) make, or permit any Restricted Subsidiary to make, any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness, other than:

(a) Indebtedness permitted under clauses (7), (8) and (9) of the second paragraph of the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock;" and

(b) prepayments, redemptions, repurchases, defeasances and other payments in respect of Subordinated Indebtedness prior to their scheduled maturity purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition;

(IV) make, or permit any Restricted Subsidiary to make, any Restricted Investment,

(all payments and other actions set forth in clauses (I) and (II) (other than the exceptions thereto) above being collectively referred to as "*Restricted Dividends*," all payments and other actions set forth in clause (III) (other than the exceptions thereto) above being collectively referred to as "*Restricted Debt Payments*," and all such payments and other actions set forth in clauses (I) through (IV) (other than any exceptions thereto) above being collectively referred to as "*Restricted Payments*"), unless, at the time of such Restricted Payment:

(1) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made (and not returned or rescinded) by ParentCo and its Restricted Subsidiaries under this clause (1) after the Completion Date (excluding all other Restricted Payments permitted by the next succeeding paragraph (other than clause (1) (without duplication))), would not exceed the sum of (without duplication) (the sum or the amounts attributable to clauses (a) through (j) below is referred to herein as the "*Available Amount*"):

(a) the sum of an amount (which amount shall not be less than zero) equal to the greatest of (i) 50% of the Consolidated Net Income of ParentCo and its Restricted Subsidiaries for the period (taken as one accounting period) beginning on the first day of the fiscal quarter of ParentCo during which the Completion Date occurs to the end of the most recently ended Test Period at the time of such Restricted Payment (which amount pursuant to this clause (i) shall not be less than zero), (ii) the sum of Excess Cash Flow (but not less than zero in any period) for the fiscal year ending December 31, 2025 and Excess Cash Flow for each succeeding completed fiscal year as of such date, in each case, that was not required to prepay term loans pursuant to the First Lien Credit Facilities and/or Second Lien Credit Facility (which amount pursuant to this clause (ii) shall not be less than zero in any period) and (iii) Consolidated EBITDA of ParentCo and its Restricted Subsidiaries (but not less than zero in any period) for the period (taken as one accounting period) beginning on the first day of the fiscal quarter of ParentCo during which the

Completion Date occurs to the end of the most recently ended Test Period at the time of such Restricted Payment less 150% of the Fixed Charges of ParentCo and its Restricted Subsidiaries for the same such period (which amount pursuant to this clause (iii) shall not be less than zero); *plus*

(b) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by ParentCo, of marketable securities or other property received by ParentCo since immediately after the Completion Date from the issue or sale (including as the result of a merger or consolidation with another Person) of:

(i) (i) (A) Equity Interests of ParentCo, including Treasury Capital Stock, but excluding cash proceeds and the fair market value, as determined in good faith by ParentCo, of marketable securities or other property received from the sale of:

(x) Equity Interests to any future, present or former employees, directors, officers, managers, distributors or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) of ParentCo, any direct or indirect parent company of ParentCo or any of ParentCo's Subsidiaries after the Completion Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the next succeeding paragraph; and

(y) Designated Preferred Stock; and

(B) to the extent such net cash proceeds or other property are actually contributed to the capital of ParentCo or any Restricted Subsidiary (without the issuance of additional Equity Interests of such Restricted Subsidiary), Equity Interests of any direct or indirect parent company of ParentCo (excluding Contributed Holdings Investments (as defined below) and contributions of the proceeds from the sale of Designated Preferred Stock of such companies or contributions to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the next succeeding paragraph); or

(ii) debt securities of ParentCo or any Restricted Subsidiary that have been converted into or exchanged for such Equity Interests of ParentCo or a direct or indirect parent company of ParentCo;

provided, *however*, that this clause (b) shall not include the proceeds from (W) Refunding Capital Stock, (X) Equity Interests or convertible debt securities of ParentCo sold to a Restricted Subsidiary, as the case may be, (Y) Disqualified Stock or debt securities that have been converted into Disqualified Stock or (Z) Excluded Contributions; *plus*

(c) 100% of the aggregate amount of cash and the fair market value, as determined in good faith by ParentCo, of marketable securities or any other property contributed to the capital of ParentCo or to the capital of a Restricted Subsidiary by a Person other than ParentCo or another Restricted Subsidiary (including the aggregate principal amount of any Indebtedness of ParentCo or a Restricted Subsidiary contributed to ParentCo or a Restricted Subsidiary for cancellation) or that becomes part of the capital of ParentCo or a Restricted Subsidiary through consolidation or merger after the Completion Date (other than net cash proceeds to the extent such net cash proceeds (i) are contributed by a Restricted Subsidiary or (ii) constitute Excluded Contributions and Contributed Holdings Investments); *plus*

(d) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by ParentCo, of marketable securities or any other property received by ParentCo or a Restricted Subsidiary by means of:

(i) the sale or other disposition (other than to ParentCo or a Restricted Subsidiary) of Restricted Investments made by ParentCo or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from ParentCo or its Restricted Subsidiaries (other than by ParentCo or a Restricted Subsidiary) and repayments of loans or advances and releases of guarantees that constitute Restricted Investments made by ParentCo or its Restricted Subsidiaries, in each case after the Completion Date; or

(ii) the sale or other disposition (other than to ParentCo or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary; *plus*

(e) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into ParentCo or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to ParentCo or a Restricted Subsidiary after the Completion Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith by ParentCo, at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger, amalgamation or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged, amalgamated or consolidated or Indebtedness associated with the assets so transferred), other than to the extent the Investment in such Unrestricted Subsidiary was made by ParentCo or a Restricted Subsidiary pursuant to clause (9) or (11) of the next succeeding paragraph or to the extent such Investment constituted a Permitted Investment; *plus*

(f) the aggregate amount of any Declined Excess Proceeds since the Completion Date; *plus*

(g) the greater of (i) $588.8 million and (ii) 50% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis; *plus*

(h) the aggregate amount of the proceeds from off-balance sheet sales of receivables; *plus*

(i) the aggregate amount of the proceeds from the sale of any accounts receivable, royalty or other similar rights to payment and any other assets related thereto that are not reflected on the most recent consolidated balance sheet of ParentCo and the Restricted Subsidiaries; *plus*

(j) the aggregate amount of the proceeds from any Sale and Lease-back Transaction not prohibited by the Indenture.

The foregoing provisions will not prohibit:

(1) the payment of any dividend or other distribution or the consummation of any redemption within 60 days after the date of declaration of such dividend or other distribution or giving of the redemption notice with respect to such redemption, as the case may be, if at the date of declaration or notice, the payment of such dividend or other distribution or in respect of such redemption, as the case may be, would have complied with the provisions of the Indenture;

(2) (a) the redemption, repurchase, defeasance, retirement or other acquisition of any (i) Equity Interests, including any accrued and unpaid dividends thereon ("*Treasury Capital Stock*"), of ParentCo or Subordinated Indebtedness of ParentCo, any Issuer or any Guarantor or (ii) Equity Interests of any direct or indirect parent company of ParentCo, in the case of each of clauses (i) and (ii), in exchange for, or out of the proceeds of the substantially concurrent sale (other than to ParentCo or a Restricted

Subsidiary) of, Equity Interests of ParentCo or any direct or indirect parent company of ParentCo to the extent contributed to the capital of ParentCo or any Restricted Subsidiary (in each case, other than any Disqualified Stock) ("*Refunding Capital Stock*"), (b) the declaration and payment of dividends on the Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than to ParentCo or a Restricted Subsidiary) of the Refunding Capital Stock and (c) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under clause (6) of this paragraph, the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent company of ParentCo) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(3) the defeasance, redemption, repurchase, exchange or other acquisition or retirement for value of (i) Subordinated Indebtedness of ParentCo, an Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Subordinated Indebtedness of ParentCo, an Issuer or a Guarantor or (ii) Disqualified Stock of ParentCo, an Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Disqualified Stock of ParentCo, an Issuer or a Guarantor, that, in each case, is incurred in compliance with the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" so long as:

(a) the principal amount (or accreted value, if applicable) of such new Subordinated Indebtedness or the liquidation preference of such new Disqualified Stock does not exceed the principal amount of (or accreted value, if applicable), plus any accrued and unpaid interest on, the Subordinated Indebtedness or the liquidation preference of, plus any accrued and unpaid dividends on, the Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired for value, plus the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness or Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired, defeasance costs and any fees and expenses incurred in connection with the issuance of such new Subordinated Indebtedness or Disqualified Stock;

(b) such new Subordinated Indebtedness is subordinated to the Secured Obligations at least to the same extent as such Subordinated Indebtedness so defeased, redeemed, repurchased, exchanged, acquired or retired;

(c) such new Subordinated Indebtedness or Disqualified Stock has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness or Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired; and

(d) such new Subordinated Indebtedness or Disqualified Stock has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness or Disqualified Stock being so defeased, redeemed, repurchased, exchanged, acquired or retired;

(4) Restricted Payments to ParentCo or direct or indirect parent companies of ParentCo, the proceeds of which are, or will be, promptly used to redeem, acquire, retire, repurchase or settle their Equity Interests (or any options, warrants, restricted stock or stock appreciation rights or similar securities issued with respect to any such Equity Interests) (in each case, other than Disqualified Stock) or Indebtedness or to service Indebtedness incurred by direct or indirect parent companies of ParentCo to finance the redemption, acquisition, retirement, repurchase or settlement of such Equity Interest or Indebtedness (or make Restricted Payments to allow any of ParentCo's direct or indirect parent companies to so redeem, retire, acquire or repurchase their Equity Interests or their Indebtedness or to service Indebtedness incurred by direct or indirect parent companies of ParentCo to finance the redemption, acquisition, retirement, repurchase or settlement of such Equity Interests or Indebtedness or to service Indebtedness incurred to

finance the redemption, retirement, acquisition or repurchase of such Equity Interests or Indebtedness), in each case held directly or indirectly by current or former officers, managers, consultants, members of the board of directors, employees or independent contractors (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) of direct or indirect parent companies of ParentCo, ParentCo and its Restricted Subsidiaries, upon the death, disability, retirement or termination of employment of any such Person or otherwise in accordance with any stock option or stock appreciation rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, employment termination agreement or any other employment agreements or equity holders' agreement in an aggregate amount after the Completion Date not to exceed the greater of $235.52 million and 20% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis, in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of the greater of $471.04 and 40% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis, in any calendar year), in each case, without giving effect to the following proviso; *provided* that such amount in any calendar year may be increased by:

(a) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of ParentCo and, to the extent contributed to ParentCo, Equity Interests of any of ParentCo's direct or indirect parent companies, in each case to any future, present or former employees, directors, officers, managers, distributors or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) of ParentCo, any direct or indirect parent company of ParentCo or any of ParentCo's Subsidiaries after the Completion Date, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (3) of the preceding paragraph; *plus*

(b) an amount not to exceed the cash proceeds of key man life insurance policies received by ParentCo (or by direct or indirect parent companies of ParentCo and contributed to ParentCo) or the Restricted Subsidiaries after the Completion Date; *plus*

(c) the amount of any bona fide cash bonuses otherwise payable to members of the board of directors, consultants, officers, employees, managers or independent contractors of direct or indirect parent companies of ParentCo, ParentCo or any Restricted Subsidiary that are foregone in return for the receipt of Equity Interests, the fair market value of which is equal to or less than the amount of such cash bonuses, which, if not used in any year, may be carried forward to any subsequent fiscal year*; less*

(d) the amount of any Restricted Payments previously made with the cash proceeds described in clauses (a), (b) and (c) of this clause (4);

provided, *further,* that (i) cancellation of Indebtedness owing to ParentCo or any Restricted Subsidiary from members of the board of directors, consultants, officers, employees, managers or independent contractors (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) of direct or indirect parent companies of ParentCo, ParentCo or any Restricted Subsidiary in connection with a repurchase of Equity Interests of ParentCo or any direct or indirect parent companies of ParentCo and (ii) the repurchase of Equity Interests deemed to occur upon the exercise of options, warrants or similar instruments if such Equity Interests represents all or a portion of the exercise price thereof and payments, in lieu of the issuance of fractional shares of such Equity Interests or withholding to pay other taxes payable in connection therewith, in the case of each of clauses (i) and (ii), will not be deemed to constitute a Restricted Payment for purposes of the Indenture;

(5) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of ParentCo issued in accordance with the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock;"

(6) (a) the declaration and payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by ParentCo after the Completion Date;

(b) the declaration and payment of dividends to any direct or indirect parent company of ParentCo, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of such parent company issued after the Completion Date; *provided* that the amount of dividends paid pursuant to this clause (b) shall not exceed the aggregate amount of cash actually contributed to the capital of ParentCo from the sale of such Designated Preferred Stock; or

(c) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to clause (2) of this paragraph;

(7) Restricted Payments by any Restricted Subsidiary to ParentCo or direct or indirect parent companies of ParentCo to the extent the proceeds of such Restricted Payments are contributed or loaned or advanced to another Restricted Subsidiary;

(8) the declaration and payment of dividends or the payment of other distributions by ParentCo to, or the making of loans or advances to, any of their respective direct or indirect parent companies to allow payments by ParentCo or any direct or indirect parent company of ParentCo in respect of withholding or similar taxes payable in connection with any grant or vesting of an Equity Interest to or by, or repurchase, or dividend or other distribution to facilitate a repurchase, of an Equity Interest from, any future, present or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates, Immediate Family Members or permitted transferees), or in connection with any repurchases of Equity Interests in consideration of such payments, including deemed repurchases in connection with the exercise of stock options, warrants or other incentive interests and the vesting of restricted stock and restricted stock units or any deemed repurchases of Equity Interests representing a portion of the exercise price of such options or warrants or other incentive interest;

(9) (a) the declaration and payment of dividends by ParentCo on the common stock or Equity Interests of ParentCo or any direct or indirect parent company of ParentCo following a public offering of such common stock or common equity interests in an amount in any fiscal year not to exceed the sum of (i) up to 7.0% of the aggregate proceeds received by or contributed to ParentCo in or from all such public offerings and (ii) an aggregate amount not to exceed 7.0% of the Market Capitalization of ParentCo or (b) in lieu of all or a portion of the dividends permitted by clause (a), any prepayment, purchase, repurchase, redemption, defeasance, discharge, retirement or other acquisition of ParentCo's Equity Interests (and any equivalent declaration and payment of a distribution of any security exchangeable for such common stock or common equity interests to the extent required by the terms of any such exchangeable securities and any Restricted Payment to any direct or indirect parent company of ParentCo to fund the payment by such direct or indirect parent company of ParentCo of dividends on such entity's Equity Interests) for aggregate consideration that, when taken together with dividends permitted by clause (a), does not exceed the amount contemplated by clause (a);

(10) Restricted Payments that are made (a) in an amount not to exceed the amount of Excluded Contributions made since the Completion Date that is not otherwise applied pursuant to clause (35) of the definition of "Permitted Liens" or pursuant to clause (27) of the second paragraph of the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" as in effect immediately prior to such Restricted Payments (and after giving Pro Forma Effect thereto) or (b) in an amount equal to the amount of net cash proceeds from an asset sale or disposition in respect of property or assets acquired, if the acquisition of such property or assets was financed with Excluded Contributions;

(11) other Restricted Payments (other than Restricted Debt Payments) in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (11) not to exceed the sum of (i) the greater of $412.16 million and 35% of Consolidated EBITDA for the most recently ended Test Period at the time made, calculated on a Pro Forma Basis, (ii) the Available Investments Amount and (iii) the Available Restricted Debt Payments Amount;

(12) distributions or payments of Receivables/Securitization Fees;

(13) Restricted Payments made as part of or to consummate the Transactions;

(14) other Restricted Debt Payments in an aggregate amount taken together with all other Restricted Debt Payments made pursuant to this clause (14) not to exceed the sum of (i) the greater of $353.28 million and 30% of Consolidated EBITDA for the most recently ended Test Period at the time made, calculated on a Pro Forma Basis, (ii) the Available Investments Amount and (iii) the Available Restricted Payments Amount;

(15) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness in accordance with the provisions similar to those described under the captions "Repurchase at the Option of Holders—Change of Control" and "Repurchase at the Option of Holders—Asset Sales"; *provided* that all Notes validly tendered by Holders in connection with such Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed, acquired or retired for value;

(16) the declaration and payment of dividends or the payment of other distributions by ParentCo to, or the making of loans or advances to, any of their respective direct or indirect parent companies in amounts required for any direct or indirect parent companies to pay, in each case without duplication,

(a) franchise, excise and similar taxes and other fees, taxes and expenses required to maintain their organizational existence;

(b) (1) with respect to any taxable period in which ParentCo and/or any of its Subsidiaries is a member of (or ParentCo is for U.S. federal income tax purposes disregarded as an entity separate from a member of) a consolidated, combined, unitary or similar tax group (a "*Tax Group*") for U.S. federal and/or applicable foreign, state or local income tax purposes of which Holdings, an Intermediate Parent or any direct or indirect parent of Holdings is the common parent, the portion of U.S. federal, state, and/or local income taxes of such Tax Group for such taxable period that is attributable to the taxable income of ParentCo and/or its direct or indirect consolidated Subsidiaries; *provided* that, for each taxable period, the amount of such payments (if applicable) made in respect of such taxable period in the aggregate shall not exceed the amount of such taxes that ParentCo and/or its applicable Subsidiaries would have been required to pay if they were a stand-alone Tax Group with ParentCo as the corporate common parent of such stand-alone Tax Group; or (2) with respect to any taxable period for which ParentCo is a partnership (or is for U.S. federal income tax purposes disregarded as an entity separate from a partnership), the portion of the U.S. federal, state or local income taxes of ParentCo's direct owner(s) (or, where a direct owner is a pass-through entity, indirect owner(s)) for such taxable period that is attributable to the taxable income of ParentCo, in an amount not to exceed the product of (x) the highest combined marginal federal and applicable state and/or local statutory tax rate (after taking into account the deductibility of state and local income tax for U.S. federal income tax purposes and the character of the income in question) applicable to any direct (or, where the direct owner is a pass-through entity, indirect) equity owner of ParentCo for the taxable period in question and (y) the taxable income of ParentCo for such period, reduced by all taxable losses of ParentCo with respect to any prior taxable year of ParentCo to the extent such losses were not previously taken into account for purposes of computing distributions permitted under this clause (16)(b) and such losses are of a character that would permit such losses to be deducted by the direct or indirect owners of ParentCo against the current taxable income of ParentCo (any distributions permitted under this clause 16(b) collectively, "*Tax Distributions*");

(c) customary salary, bonus and other benefits payable to employees, directors, officers and managers of any direct or indirect parent company of ParentCo to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of ParentCo and its Restricted Subsidiaries;

(d) (1) general corporate operating, administrative and overhead costs and expenses of any direct or indirect parent company of ParentCo to the extent such costs and expenses are attributable to the ownership or operation of ParentCo and its Restricted Subsidiaries; and (2) Public Company Costs;

(e) fees and expenses other than to Affiliates of ParentCo related to any equity or debt offering of such parent entity (whether or not successful);

(f) reasonable and customary indemnification claims made by members of the board of directors or officers, employees, directors, managers, consultants or independent contractors of such parent entity attributable to the ownership or operations of ParentCo and its Restricted Subsidiaries;

(g) fees and expenses (x) due and payable by ParentCo and its Restricted Subsidiaries related to the Transactions and (y) otherwise not prohibited from being paid by ParentCo and any Restricted Subsidiaries under the Indenture;

(h) to the extent constituting a Restricted Payment, amounts due and payable pursuant to any investor management agreement entered into with any of the Investors prior to, on or after the Completion Date;

(i) to finance any Investment that, if made by ParentCo, would not be prohibited by the Indenture; provided that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (B) such direct or indirect parent company shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests but not including any loans or advances made in reliance on clause (16) of the definition of "Permitted Investments") to be contributed to ParentCo or its Restricted Subsidiaries or (2) the Person formed or acquired to merge into or amalgamate or consolidate with ParentCo or any of the Restricted Subsidiaries to the extent such merger, amalgamation or consolidation is permitted under the covenant described under the caption "—Merger, Consolidation or Sale of All or Substantially All Assets" in order to consummate such Investment (any such property or assets so contributed, merged or amalgamated shall constitute "Contributed Holdings Investments" and shall be disregarded for purposes of determining any amount calculated under the Indenture with respect to contributions to the capital of ParentCo or any of its Restricted Subsidiaries); and

(j) amounts that would otherwise be permitted to be paid pursuant to clauses (3), (4), (6), (7), (11), (12), (15) and (18) of the covenant described under the caption "— Transactions with Affiliates";

(17) the distribution, by dividend or otherwise, of shares of Equity Interests of, or Indebtedness owed to direct and indirect parent companies of ParentCo, ParentCo or any Restricted Subsidiary by, Unrestricted Subsidiaries (or a Restricted Subsidiary that owns one or more Unrestricted Subsidiaries and no other material assets) (other than Unrestricted Subsidiaries, the primary assets of which are cash and/or Cash Equivalents);

(18) payments in respect of taxes or in respect of any surrender or reallocation of tax reliefs in each case between or among ParentCo and any Restricted Subsidiary;

(19) any other Restricted Payment; *provided* that on a Pro Forma Basis after giving effect to such Restricted Payment (x) with respect to any Restricted Dividend, the Senior Secured Net Leverage Ratio is equal to or less than 6.50 to 1.00 and (y) with respect to any Restricted Debt Payment, the Senior Secured Net Leverage Ratio is equal to or less than 6.50 to 1.00;

(20) redemptions in whole or in part of any of their Equity Interests for another class of its Equity Interests (other than Disqualified Stock) or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests;

(21) payments to ParentCo or payments or distributions to direct and indirect parent companies of ParentCo to permit such Person to (a) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof or any Investment not prohibited under the Indenture and (b) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(22) payments or distributions to satisfy dissenters' or appraisal rights, and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, pursuant to or in connection with (i) any acquisition of assets (including Capital Stock), business or Person, or any merger or consolidation of any Person with or into ParentCo or any Restricted Subsidiary, or any other Investment or (ii) a consolidation, merger or transfer of all or substantially all of the assets of ParentCo and its Restricted Subsidiaries, taken as a whole, that complies with the covenant described under the caption "—Merger, Consolidation or Sale of All or Substantially All Assets";

(23) the conversion of any Subordinated Indebtedness to Equity Interests (other than Disqualified Stock) of ParentCo or any of its direct or indirect parent companies, and any payment that is intended to prevent any Subordinated Indebtedness from being treated as an "applicable high yield discount obligation" within the meaning of Section 163(i)(1) of the Code;

(24) mandatory redemptions of Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment; and

(25) any Restricted Payment made in connection with a Permitted Intercompany Activity or Permitted Tax Restructuring.

For purposes of determining compliance with this covenant, in the event that a proposed Restricted Payment (or a portion thereof) meets the criteria of clauses (1) through (25) above or is entitled to be made pursuant to the first paragraph of this covenant and/or one or more of the clauses contained in the definition of "Permitted Investments," ParentCo will be entitled to classify or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment or Investment (or portion thereof) between such clauses (1) through (25) and such first paragraph and/or one or more of the clauses contained in the definition of "Permitted Investments," in a manner that otherwise complies with this covenant.

We anticipate that, as of the Completion Date, all of ParentCo's Subsidiaries will be Restricted Subsidiaries. ParentCo will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by ParentCo and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the last sentence of the definition of "Investment." If such Subsidiary so designated has consolidated assets greater than $1,000, then such designation will be permitted only if a Restricted Payment and/or Permitted Investment in such amount would be permitted at such time, and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in the Indenture.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by ParentCo or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by ParentCo acting in good faith.

Unrestricted Subsidiaries may use value transferred from ParentCo and its Restricted Subsidiaries in a Permitted Investment to purchase or otherwise acquire Indebtedness or Equity Interests of ParentCo, any director or indirect parent of ParentCo or any of ParentCo's Restricted Subsidiaries, and to transfer value to the holders of the Equity Interests or any director or indirect parent of ParentCo and to Affiliates thereof.

In connection with any commitment, definitive agreement or similar event relating to an Investment, ParentCo or applicable Restricted Subsidiary may designate such Investment as having occurred on the date of the commitment, definitive agreement or similar event relating thereto (such date, the "*Election Date*") if, after giving Pro Forma Effect to such Investment and all related transactions in connection therewith and any related Pro Forma Adjustments, ParentCo or any of its Restricted Subsidiaries would have been permitted to make such Investment on the relevant Election Date in compliance with the Indenture, and any related subsequent actual making of such Investment will be deemed for all purposes under the Indenture to have been made on such Election Date, including for purposes of the calculation of any ratio, compliance with any test, usage of any baskets hereunder (if applicable) and the calculation of Consolidated EBITDA and for purposes of determining whether there exists any Default or Event of Default (and all such calculations on and after the Election Date until the termination, expiration, passing, rescission, retraction or rescindment of such commitment, definitive agreement or similar event shall be made on a Pro Forma Basis giving effect thereto and all related transactions in connection therewith).

If ParentCo or a Restricted Subsidiary makes a Restricted Payment which at the time of the making of such Restricted Payment would in the good faith determination of ParentCo not be prohibited under the provisions of the Indenture, such Restricted Payment shall be deemed to have been made in compliance with the Indenture notwithstanding any subsequent adjustments made in good faith to ParentCo's financial statements affecting Consolidated Net Income or Consolidated EBITDA of ParentCo for any period.

Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock

ParentCo will not, and will not permit any of its Restricted Subsidiaries to, create, incur, issue, assume, guarantee or otherwise become liable, contingently or otherwise (collectively, "*incur*" and collectively, an "*incurrence*") with respect to any Indebtedness (including Acquired Indebtedness) and ParentCo will not issue any shares of Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; *provided*, *however*, that ParentCo may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any of its Restricted Subsidiaries may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock and issue shares of Preferred Stock, if either (A) the Total Net Leverage Ratio of ParentCo and the Restricted Subsidiaries, after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would not exceed the greater of (I) 7.00 to 1.00 and (II) the Total Net Leverage Ratio immediately prior to such incurrence or issuance, or (B) the Interest Coverage Ratio of ParentCo and its Restricted Subsidiaries, after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would be no less than the lesser of (I) 1.75 to 1.00 and (II) the Interest Coverage Ratio immediately prior to such incurrence or issuance; *provided*, *however*, that the foregoing limitation shall not apply to Indebtedness of any Person that becomes a Restricted Subsidiary in connection with an acquisition or any other Investment not prohibited by the provisions of the covenant described under the caption "—Limitation on Restricted Payments" (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into the Company or a Restricted Subsidiary) if such Indebtedness is outstanding prior to such Person becoming a Restricted Subsidiary and to the extent such Indebtedness is not incurred in contemplation of such acquisition or Investment.

The foregoing limitations will not apply to:

(1) the incurrence of Indebtedness under Credit Facilities by ParentCo or any of its Restricted Subsidiaries and Guarantees in respect of such Indebtedness and the issuance and creation of letters of credit and bankers' acceptances thereunder (with letters of credit and bankers' acceptances being deemed to have a principal amount equal to the face amount thereof); *provided* that, immediately after giving effect to any such incurrence, the aggregate principal amount of all Indebtedness incurred under this clause (1) and outstanding at any one time does not exceed the sum of (a) $4,525.0 million *plus* (b) the greater of (i) $1,177.6 million and (ii) 100% of Consolidated EBITDA for the most recently ended Test

Period, calculated on a Pro Forma Basis, *plus* (c) (i) if such Indebtedness incurred has Pari Passu Lien Priority relative to the Notes, at the time of such incurrence, an amount equal to the maximum principal amount of Indebtedness that could be incurred such that after giving effect to the incurrence of such Indebtedness, and the use of proceeds thereof, on a Pro Forma Basis, the Senior Secured First Lien Net Leverage Ratio of ParentCo for the most recently ended Test Period as of such date would not exceed the greater of (A) 5.25 to 1.00 and (B) the Senior Secured First Lien Net Leverage Ratio immediately prior to such incurrence or issuance, or (ii) if such Indebtedness incurred has Junior Lien Priority relative to the Notes, at the time of such incurrence, an amount equal to the maximum principal amount of Secured Indebtedness that could be incurred such that after giving effect to the incurrence of such Indebtedness, and the use of proceeds thereof, on a Pro Forma Basis, the Senior Secured Net Leverage Ratio of ParentCo for the most recently ended Test Period as of such date would not exceed the greater of (I) 6.75 to 1.00 (or, in the case of any such Indebtedness secured by the Collateral on a junior basis to the loans made pursuant to the Second Lien Credit Facility, 7.00 to 1.00) or (II) the Senior Secured Net Leverage Ratio immediately prior to such incurrence or issuance; *provided* that for purposes of determining the amount that may be incurred under this clause (c), all unsecured Indebtedness incurred under this clause (c) shall be deemed to be included in clause (1) of the definition of "Senior Secured First Lien Net Leverage Ratio" and "Senior Secured Net Leverage Ratio," respectively;

(2) (a) the incurrence by ParentCo and any Guarantor of Indebtedness represented by the Notes issued on the Issue Date and any replacement Notes therefor (including any Guarantee thereof) (other than any Additional Notes) and (b) the incurrence of Indebtedness under the Second Lien Credit Facility in an aggregate principal amount not to exceed under this clause (2)(b) $1,900.0 million;

(3) Indebtedness of ParentCo and its Restricted Subsidiaries in existence on the Completion Date (other than Indebtedness described in clauses (1) and (2));

(4) Indebtedness (including Capitalized Lease Obligations and purchase money indebtedness), Disqualified Stock and Preferred Stock incurred by ParentCo or any of its Restricted Subsidiaries, to finance the purchase, lease, construction, repair, replacement or improvement of property (real or personal), equipment or other assets that, in each case, are used or useful in a Similar Business, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets;

(5) Indebtedness incurred by ParentCo or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit, bank guarantees, banker's acceptances, warehouse receipts, or similar instruments issued or created in the ordinary course of business, including letters of credit in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance;

(6) Indebtedness (x) consisting of obligations under deferred compensation (including indemnification obligations, obligations in respect of purchase price adjustments, earn-outs, incentive non-competes and other contingent obligations) or other similar arrangements incurred or assumed in connection with the Transactions, any acquisition or other investment or any disposition, in each case, not prohibited under the Indenture or (y) in an aggregate principal amount not to exceed the greater of $235.52 million and 20% of Consolidated EBITDA for the most recently ended Test Period outstanding at any time to the seller of any business or assets permitted to be acquired by ParentCo or any Restricted Subsidiary hereunder;

(7) Indebtedness of ParentCo owing to a Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to ParentCo or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien (but not foreclosure thereon)) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (7);

(8) Indebtedness of a Restricted Subsidiary owing to ParentCo or another Restricted Subsidiary; *provided* that any subsequent transfer of any such Indebtedness (except to ParentCo or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien (but not foreclosure thereon)) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (8);

(9) shares of Preferred Stock of a Restricted Subsidiary issued to ParentCo or another Restricted Subsidiary, *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to ParentCo or another of its Restricted Subsidiaries) shall be deemed in each case to be an issuance of such shares of Preferred Stock not permitted by this clause (9);

(10) Hedging Obligations incurred in the ordinary course of business and not for speculative purposes;

(11) obligations in respect of self-insurance and obligations in respect of performance, bid, appeal and surety bonds, performance and completion guarantees, statutory, export or import indemnities, customs and completion guarantees (not for borrowed money) and similar obligations provided by ParentCo or any of its Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case, in the ordinary course of business or consistent with past practice;

(12) (a) Indebtedness, Disqualified Stock or Preferred Stock of ParentCo or any Restricted Subsidiary equal to 200.0% of the net cash proceeds received by ParentCo since immediately after the Completion Date from the issue or sale of Equity Interests of ParentCo or cash contributed to the capital of ParentCo or any Restricted Subsidiary (in each case, other than Excluded Contributions or proceeds of Disqualified Stock or sales of Equity Interests to ParentCo or any of its Subsidiaries) as determined in accordance with clauses (1)(b) and (1)(c) of the first paragraph of the covenant described under the caption "—Limitation on Restricted Payments" to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to the second paragraph of the covenant described under the caption "—Limitation on Restricted Payments" or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof) and (b) Indebtedness, Disqualified Stock or Preferred Stock of ParentCo or any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and incurred pursuant to this clause (12)(b) and the outstanding amount of Indebtedness, Disqualified Stock or Preferred Stock of ParentCo or any Restricted Subsidiary which serves to refinance any Indebtedness, Disqualified Stock or Preferred Stock incurred under this clause (12)(b) or any Indebtedness, Disqualified Stock or Preferred Stock issued to so refund or refinance such Indebtedness, Disqualified Stock or Preferred Stock, does not, at the time of any such incurrence of Indebtedness (and after giving Pro Forma Effect thereto), exceed the sum of (x) the greater of $883.2 million and 75% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, and (y) an additional amount of Indebtedness in lieu of 200% of the amount of Restricted Payments permitted under the covenant described under the caption "—Limitation on Restricted Payments" (it being understood that such Indebtedness shall be deemed a Restricted Payment for purposes of compliance with the covenant described under the caption "—Limitation on Restricted Payments" equal to 50% of the amount of such Indebtedness) (it being understood that any Indebtedness, Disqualified Stock or Preferred Stock incurred pursuant to this clause (12)(b) shall cease to be deemed incurred or outstanding for purposes of this clause (12)(b) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which ParentCo or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock under the first paragraph of this covenant without reliance on this clause (12)(b)); *provided* that such Indebtedness, Disqualified Stock or Preferred Stock incurred pursuant to this clause (12)(b) may be secured by a Lien on the Collateral that is pari passu with the Lien securing the Secured Obligations, secured by a Lien on the Collateral that is junior to the Lien securing the Secured Obligations, or may be unsecured or

secured by assets that are not Collateral to the extent that such Lien is permitted under the covenant described under the caption "—Liens";

(13) the incurrence by ParentCo or any Restricted Subsidiary of Indebtedness or issuance by ParentCo or any Restricted Subsidiary of Indebtedness, Disqualified Stock or Preferred Stock of ParentCo or any Restricted Subsidiary which serves to refund, refinance, replace, renew, extend or defease (collectively, "*refinance*" and "*refinances*," with "*refinanced*" and "*refinancing*" having a correlative meaning) any Indebtedness, incurred or Disqualified Stock or Preferred Stock issued under the first paragraph of this covenant and clauses (2), (3), (4), (5) and (12) above, this clause (13) and clauses (16), (18) and (21) below or any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to so extend, replace, refund, refinance, renew or defease such Indebtedness, Disqualified Stock or Preferred Stock including additional Indebtedness, Disqualified Stock or Preferred Stock incurred to pay premiums (including reasonable tender premiums), defeasance costs and fees in connection therewith (the "*Refinancing Indebtedness*") prior to its respective maturity; *provided*, *however*, that such Refinancing Indebtedness:

(a) except in the case of any Designated Earlier Maturing Debt, has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being extended, replaced, refunded, refinanced, renewed or defeased (except in the case of (i) a customary bridge facility so long as the long-term debt into which such customary bridge facility is to be converted satisfies the provisions of this clause (a) or (ii) pursuant to an escrow or similar arrangement with respect to the proceeds of such Indebtedness),

(b) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (i) Indebtedness subordinated in right of payment to the Secured Obligations or any Guarantee thereof, if a Specified Event of Default is continuing, such Refinancing Indebtedness is subordinated in right of payment to the Secured Obligations or the Guarantee thereof at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (ii) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively, and

(c) shall not include:

(i) Indebtedness, Disqualified Stock or Preferred Stock of a Non-Guarantor Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of ParentCo;

(ii) Indebtedness, Disqualified Stock or Preferred Stock of a Non-Guarantor Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor; or

(iii) Indebtedness, Disqualified Stock or Preferred Stock of ParentCo or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

provided, further, that subclause (a) of this clause (13) will not apply to any refunding or refinancing of any outstanding Secured Indebtedness;

(14) Indebtedness, Disqualified Stock or Preferred Stock of (x) ParentCo or a Restricted Subsidiary incurred or issued to finance any investment or acquisition or (y) Persons that are acquired by ParentCo or any Restricted Subsidiary or merged into or consolidated with ParentCo or a Restricted Subsidiary in accordance with the terms of the Indenture; *provided that*, after giving effect to such acquisition, investment, merger, amalgamation or consolidation either:

(a) (1) if such Indebtedness, Disqualified Stock or Preferred Stock is secured by a Lien on the Collateral on a pari passu basis with the Liens on the Collateral securing the Secured Obligations, the Senior Secured First Lien Net Leverage Ratio of ParentCo and the Restricted Subsidiaries (including for the purposes of such calculation any Disqualified Stock or Preferred Stock that is secured by a Lien on a pari passu basis with the Liens on the Collateral securing the Secured Obligations), after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would not exceed the greater of (A) 5.25 to 1.00 and (B) the Senior Secured First Lien Net Leverage Ratio immediately prior to such incurrence or issuance; (2) if such Indebtedness, Disqualified Stock or Preferred Stock is secured by a Lien on the Collateral on a junior priority basis with the Liens on the Collateral securing the Secured Obligations, either (A) the Senior Secured Net Leverage Ratio of ParentCo and the Restricted Subsidiaries (including for the purposes of such calculation any Disqualified Stock or Preferred Stock that is secured by a Lien on a junior basis to the Liens on the Collateral securing the Secured Obligations), after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would not exceed the greater of (I) 6.75 to 1.00 (or, in the case of any such Indebtedness secured by the Collateral on a junior basis to the loans made pursuant to the Second Lien Credit Facility, 7.00 to 1.00) or (II) the Senior Secured Net Leverage Ratio immediately prior to such incurrence or issuance, or (B) the Interest Coverage Ratio of ParentCo and the Restricted Subsidiaries, after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would be no less than the lesser of (I) 1.75 to 1.00 and (II) the Interest Coverage Ratio immediately prior to such incurrence or issuance; and (3) if such Indebtedness, Disqualified Stock or Preferred Stock is unsecured or is secured by assets that do not become Collateral, either (A) the Total Net Leverage Ratio of ParentCo and the Restricted Subsidiaries (including for the purposes of such calculation any Indebtedness, Disqualified Stock or Preferred Stock that is unsecured or secured by assets that are not Collateral), after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would not exceed the greater of (I) 7.00 to 1.00 and (II) the Total Net Leverage Ratio immediately prior to such incurrence or issuance, or (B) the Interest Coverage Ratio of ParentCo and the Restricted Subsidiaries, after giving effect to the incurrence of such Indebtedness, Disqualified Stock or Preferred Stock, as applicable, and the use of proceeds thereof, on a Pro Forma Basis, would be no less than the lesser of (I) 1.75 to 1.00 and (y) the Interest Coverage Ratio immediately prior to such incurrence or issuance; or

(b) such Indebtedness constitutes Acquired Indebtedness (other than Indebtedness incurred in contemplation of the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by ParentCo or a Restricted Subsidiary); provided that, in the case of this clause (b), the only obligors with respect to such Indebtedness shall be those Persons who were obligors of such Indebtedness prior to such acquisition, merger, amalgamation or consolidation;

(15) Indebtedness in respect of Cash Management Obligations, Bank Products provided by banks or other financial institutions to ParentCo and its Restricted Subsidiaries in the ordinary course of business and other Indebtedness in respect of netting services, automated clearinghouse arrangements, overdraft protections and similar arrangements, in each case, in connection with deposit accounts or from the honoring of a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;

(16) Indebtedness of ParentCo or any of its Restricted Subsidiaries supported by a letter of credit issued pursuant to Credit Facilities, in a principal amount not in excess of the stated amount of such letter of credit;

(17) (a) any guarantee by ParentCo or a Restricted Subsidiary of Indebtedness or other obligations of any Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by such Restricted Subsidiary is not prohibited under the terms of the Indenture, or (b) any guarantee by a

Restricted Subsidiary of Indebtedness or other obligations of ParentCo so long as the incurrence of such Indebtedness or other obligations incurred by ParentCo is permitted under the terms of the Indenture; *provided* that such guarantee is incurred in accordance with the covenant described below under the caption "—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries";

(18) Indebtedness, Disqualified Stock or Preferred Stock of (x) ParentCo or a Restricted Subsidiary incurred or issued to finance, or assumed in connection with, any investment or acquisition or (y) Persons that are acquired by ParentCo or any Restricted Subsidiary; *provided* that, at the time of any such incurrence of Indebtedness, Disqualified Stock or Preferred Stock (and after giving Pro Forma Effect thereto), the aggregate amount of such Indebtedness, Disqualified Stock or Preferred Stock incurred under this clause (18), when aggregated with the outstanding amount of Indebtedness, Disqualified Stock or Preferred Stock of ParentCo or any Restricted Subsidiary which serves to refinance any Indebtedness, Disqualified Stock or Preferred Stock incurred as permitted under this clause (18) or any Indebtedness, Disqualified Stock or Preferred Stock issued to so refund or refinance such Indebtedness, Disqualified Stock or Preferred Stock (but excluding any such Indebtedness, Disqualified Stock or Preferred Stock that is assumed in connection with such acquisition and was not incurred in contemplation of such acquisition), does not exceed the greater of $412.16 million and 35% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, in the aggregate (it being understood that any Indebtedness, Disqualified Stock or Preferred Stock incurred pursuant to this clause (18) shall cease to be deemed incurred or outstanding for purposes of this clause (18) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock under the first paragraph of this covenant without reliance on this clause (18));

(19) Indebtedness of ParentCo or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements;

(20) Indebtedness consisting of Indebtedness issued by ParentCo or any of its Restricted Subsidiaries to current or former officers, directors and employees thereof, their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of ParentCo or any direct or indirect parent company of ParentCo to the extent described in the second paragraph of the covenant described under the caption "—Limitation on Restricted Payments";

(21) Indebtedness of any Non-Guarantor Subsidiary; *provided* that, at the time of any such incurrence of Indebtedness (and after giving Pro Forma Effect thereto), the aggregate amount of Indebtedness incurred under this clause (21), when aggregated with the outstanding amount of Indebtedness of any Non-Guarantor Subsidiary which serves to refinance any Indebtedness incurred under this clause (21) or any Indebtedness issued to so refund or refinance such Indebtedness, does not exceed the greater of $176.64 million and 15% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, in the aggregate (it being understood that any Indebtedness incurred pursuant to this clause (21) shall cease to be deemed incurred or outstanding for purposes of this clause (21) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which ParentCo or such Restricted Subsidiary could have incurred such Indebtedness under the first paragraph of this covenant without reliance on this clause (21)); *provided, further*, that the foregoing limitation shall not apply to Indebtedness of any Person that becomes a Restricted Subsidiary in connection with an Investment not prohibited under the Indenture (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into ParentCo or a Restricted Subsidiary) if such Indebtedness is outstanding prior to such Person becoming a Restricted Subsidiary and to the extent such Indebtedness is not incurred in contemplation of such Investment;

(22) Indebtedness representing deferred compensation or stock-based compensation owed to employees of direct or indirect parent companies of ParentCo, ParentCo or the Restricted Subsidiaries incurred in the ordinary course of business or consistent with past practice or in connection with the Transactions, any Investment or any acquisition (by merger, consolidation, amalgamation or otherwise);

(23) Settlement Indebtedness;

(24) customer deposits and advance payments received in the ordinary course of business or consistent with past practice from customers for the purchase of goods or services;

(25) Indebtedness incurred by a Restricted Subsidiary in connection with bankers' acceptances, discounted bills of exchange or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business on arm's length commercial terms on a recourse basis;

(26) additional Indebtedness of ParentCo or any of its Restricted Subsidiaries in an aggregate principal amount not to exceed the Available Amount that is not otherwise applied pursuant to clause (34) of the definition of "Permitted Liens" and the first paragraph of the covenant described under the caption "—Limitation on Restricted Payments" as in effect immediately prior to the incurrence of such Indebtedness (and after giving Pro Forma Effect thereto);

(27) additional Indebtedness of ParentCo or any of its Restricted Subsidiaries in an aggregate principal amount that does not exceed the amount of Excluded Contributions made since the Completion Date that is not otherwise applied pursuant to clause (35) of the definition of "Permitted Liens" and clause (10) of the second paragraph of the covenant described under the caption " — Limitation on Restricted Payments" as in effect immediately prior to the incurrence of such Indebtedness (and after giving Pro Forma Effect thereto);

(28) Indebtedness of ParentCo or any of its Restricted Subsidiaries arising pursuant to any Permitted Intercompany Activities, Permitted Tax Restructuring and related transactions;

(29) Indebtedness to a customer to finance the acquisition of any equipment necessary to perform services for such customer; *provided* that the terms of such Indebtedness are consistent with those entered into with respect to similar Indebtedness prior to the Completion Date, including that (1) the repayment of such Indebtedness is conditional upon such customer ordering a specific amount of goods or services and (2) such Indebtedness does not bear interest or provide for scheduled amortization or maturity;

(30) (a) Indebtedness in respect of obligations of ParentCo or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; *provided* that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money and (b) Indebtedness in respect of intercompany obligations of ParentCo or any Restricted Subsidiary in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(31) Indebtedness incurred in connection with any Sale and Leaseback Transaction;

(32) (a) tenant improvement loans and allowances in the ordinary course of business and (b) to the extent constituting Indebtedness, guarantees in the ordinary course of business of the obligations of suppliers, customers, franchisees, lessors and licensees of ParentCo and any Restricted Subsidiary;

(33) to the extent constituting Indebtedness, any contingent liabilities arising in connection with any stock options;

(34) Indebtedness of any Foreign Subsidiary; *provided* that, at the time of any such incurrence of Indebtedness (and after giving pro forma effect thereto), the aggregate amount of Indebtedness incurred under this clause (34), when aggregated with the outstanding amount of Indebtedness of any Restricted Subsidiary that is a Foreign Subsidiary which serves to refinance any Indebtedness incurred under this clause (34) or any Indebtedness issued to so refund or refinance such Indebtedness, does not exceed the greater of $471.04 million and 40% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, in the aggregate (it being understood that any Indebtedness incurred pursuant to this clause (34) shall cease to be deemed incurred or outstanding for purposes of this clause

(34) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which ParentCo or such Restricted Subsidiary could have incurred such Indebtedness under the first paragraph of this covenant without reliance on this clause (34)); *provided*, *further*, that the foregoing limitation shall not apply to Indebtedness of any Person that becomes a Restricted Subsidiary in connection with an Investment not prohibited by the Indenture (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into ParentCo or a Restricted Subsidiary) if such Indebtedness is outstanding prior to such Person becoming a Restricted Subsidiary and to the extent such Indebtedness is not incurred in contemplation of such Investment;

(35) Junior Capital; *provided* that, at the time of any such incurrence of Junior Capital (and after giving pro forma effect thereto), the aggregate amount of Junior Capital incurred under this clause (35) does not exceed the greater of $588.8 million and 50% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, in the aggregate (it being understood that any Indebtedness incurred pursuant to this clause (35) shall cease to be deemed incurred or outstanding for purposes of this clause (35) but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which ParentCo or such Restricted Subsidiary could have incurred such Indebtedness under the first paragraph of this covenant without reliance on this clause (35)); and

(36) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (1) through (35).

For purposes of determining compliance with this covenant:

(1) in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or Preferred Stock described in clauses (1) through (36) above or is entitled to be incurred pursuant to the first paragraph of this covenant, ParentCo, in its sole discretion, will classify or reclassify such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) and will only be required to include the amount and type of such Indebtedness, Disqualified Stock or Preferred Stock in one of the above clauses or under the first paragraph of this covenant; provided that all Indebtedness outstanding under the Credit Facilities on the Completion Date will be treated as incurred on the Completion Date under clause (1) of the preceding paragraph;

(2) at the time of incurrence or reclassification, ParentCo will be entitled to divide and classify or reclassify an item of Indebtedness in more than one of the types of Indebtedness described in the first and second paragraphs above (it being understood that any Indebtedness incurred pursuant to one of the clauses of the second paragraph of this covenant shall cease to be deemed incurred or outstanding for purposes of such clause but shall be deemed incurred for the purposes of the first paragraph of this covenant from and after the first date on which ParentCo or its Restricted Subsidiaries could have incurred such Indebtedness under the first paragraph of this covenant without reliance on such clause);

(3) in the event that ParentCo or a Restricted Subsidiary enters into or increases commitments under a credit facility, the Interest Coverage Ratio, the Senior Secured First Lien Net Leverage Ratio, the Senior Secured Net Leverage Ratio or the Total Net Leverage Ratio, as applicable, for borrowings and reborrowings thereunder (and including issuance and creation of letters of credit and bankers' acceptances thereunder) will be determined on the date of such credit facility or such increase in commitments (assuming that the full amount thereof has been borrowed as of such date), and, if such Interest Coverage Ratio, Senior Secured First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio or Total Net Leverage Ratio, as applicable, test is satisfied with respect thereto at such time, any borrowing or reborrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be permitted under this covenant irrespective of the Interest Coverage Ratio, Senior Secured First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio or Total Net Leverage Ratio, as applicable, at the time of any borrowing or reborrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder);

(4) accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, of the same class will not be deemed to be an incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this covenant and, for the avoidance of doubt, will not require use of any basket capacity relating to such Indebtedness, Disqualified Stock or Preferred Stock;

(5) for purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the principal amount of such Indebtedness being refinanced plus (ii) the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such refinancing;

(6) the principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing;

(7) in the case of any refinancing of any Indebtedness or any portion thereof, the amount of Indebtedness being incurred to finance the aggregate amount of accrued and unpaid interest, dividends, premiums (including tender premiums), defeasance costs and fees and expenses (including original issue discount, upfront fees or similar fees) in connection with such refinancing will not be deemed to be an incurrence or issuance of Indebtedness for purposes of this covenant, and the principal amount of any Disqualified Stock of ParentCo or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) notwithstanding anything in this covenant to the contrary, in the case of any Indebtedness incurred to refinance Indebtedness initially incurred in reliance on the first and/or second paragraph of this covenant, measured by reference to a percentage of Consolidated EBITDA at the time of incurrence, and such refinancing would cause the percentage of Consolidated EBITDA restriction to be exceeded if calculated based on the percentage of Consolidated EBITDA on the date of such refinancing, such percentage of Consolidated EBITDA restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced, plus accrued and unpaid interest, dividends, premiums (including tender premiums), defeasance, costs and fees and expenses (including original issue discount, upfront fees or similar fees) in connection with such refinancing;

(9) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(10) the Indenture will not treat (x) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (y) Senior Indebtedness as subordinated or junior to any other Senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral or because it is guaranteed by different obligors; and

(11) when calculating the availability under any basket or ratio under the Indenture or compliance with any provision of the Indenture in connection with any Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence, issuance or

assumption of Indebtedness and the use of proceeds thereof, the incurrence or creation of Liens, repayments, Restricted Payments and Asset Sales), in each case, at the option of ParentCo (ParentCo's election to exercise such option, an "LCT Election"), the date of determination for availability under any such basket or ratio and whether any such action or transaction is permitted (or any requirement or condition therefor is complied with or satisfied (including as to the absence of any continuing Default or Event of Default)) under the Indenture shall be deemed to be the date (the "LCT Test Date") either (a) the definitive agreement for such Limited Condition Transaction is entered into (or, if applicable, the date of delivery of an irrevocable declaration of a Restricted Payment or similar event), or (b) in connection with an acquisition to which the United Kingdom City Code on Takeovers and Mergers (or an analogous law) applies, the date on which a "Rule 2.7 announcement" of a firm intention to make an offer (or equivalent announcement in another jurisdiction) (an "LCT Public Offer") in respect of a target of a Limited Condition Transaction and, in each case, if, after giving Pro Forma Effect to the Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence, issuance or assumption of Indebtedness and the use of proceeds thereof, the incurrence or creation of Liens, repayments, Restricted Payments and Asset Sales) and any related Pro Forma Adjustments, ParentCo or any of its Restricted Subsidiaries would have been permitted to take such actions or consummate such transactions on the relevant LCT Test Date in compliance with such ratio, test or basket (and any related requirements and conditions), such ratio, test or basket (and any related requirements and conditions) shall be deemed to have been complied with (or satisfied) for all purposes (in the case of Indebtedness, for example, whether such Indebtedness is committed, issued, assumed or incurred at the LCT Test Date or at any time thereafter); provided, that (a) if financial statements for one or more subsequent fiscal quarters shall have become available, ParentCo may elect, in its sole discretion, to redetermine all such ratios, tests or baskets on the basis of such financial statements, in which case, such date of redetermination shall thereafter be the applicable LCT Test Date for purposes of such ratios, tests or baskets, (b) except as contemplated in the foregoing clause (a), compliance with such ratios, test or baskets (and any related requirements and conditions) shall not be determined or tested at any time after the applicable LCT Test Date for such Limited Condition Transaction and any actions or transaction related thereto (including acquisitions, Investments, the incurrence, issuance or assumption of Indebtedness and the use of proceeds thereof, the incurrence or creation of Liens, repayments, Restricted Payments and Asset Sales) and (c) Consolidated Cash Interest Expense for purposes of the Interest Coverage Ratio will be calculated using an assumed interest rate as reasonably determined by ParentCo.

For the avoidance of doubt, if ParentCo has made an LCT Election, (1) if any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date would at any time after the LCT Test Date have been exceeded or otherwise failed to have been complied with as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated EBITDA or Total Assets of ParentCo or the Person subject to such Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have been exceeded or failed to have been complied with as a result of such fluctuations; (2) if any related requirements and conditions (including as to the absence of any continuing Default or Event of Default) for which compliance or satisfaction was determined or tested as of the LCT Test Date would at any time after the LCT Test Date not have been complied with or satisfied (including due to the occurrence or continuation of an Default or Event of Default), such requirements and conditions will not be deemed to have been failed to be complied with or satisfied (and such Default or Event of Default shall be deemed not to have occurred or be continuing); and (3) in calculating the availability under any ratio, test or basket in connection with any action or transaction unrelated to such Limited Condition Transaction following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or date for redemption, purchase or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes (or, if applicable, the irrevocable notice is terminated, expires or passes or, as applicable, the offer in respect of an LCT Public Offer for, such acquisition is terminated), as applicable, without consummation of such Limited Condition Transaction, any such ratio, test or basket shall be determined or tested giving Pro Forma Effect to such Limited Condition Transaction.

Liens

ParentCo will not, and will not permit any Issuer or Subsidiary Guarantor to, create, incur, assume or permit to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of

ParentCo or any Subsidiary Guarantor, whether now owned or hereafter acquired (each, an "*Initial Lien*") that secures Obligations under any Indebtedness on any asset or property of ParentCo, any Issuer or any Subsidiary Guarantor, unless:

(1) in the case of any Initial Lien on any Collateral, (i) such Initial Lien expressly has Junior Lien Priority on the Collateral relative to the Notes and related Guarantees or (ii) such Initial Lien is a Permitted Lien; or

(2) in the case of any Initial Lien on any asset or property that is not Collateral, (i) the Notes or the Guarantees are equally and ratably secured with (or on a senior basis to, in the case such Initial Lien secures any Subordinated Indebtedness) the Obligations secured by such Initial Lien or (ii) such Initial Lien is a Permitted Lien, except that the foregoing shall not apply to Liens securing the Notes and the related Guarantees.

Any Lien created for the benefit of Holders of the Notes in respect of property, assets or proceeds that do not constitute Collateral pursuant to this covenant shall provide by its terms that such Lien will be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness; *provided* that such Increased Amount shall not require utilization of any additional basket capacity relating to such Lien. The "*Increased Amount*" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Merger, Consolidation or Sale of All or Substantially All Assets

ParentCo

Subject to the other provisions of the section entitled "Merger, Consolidation or Sale of All or Substantially All Assets", ParentCo will not consolidate or merge with or into or wind up into (whether or not ParentCo is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its consolidated properties or assets taken as a whole, in one or more related transactions, to any Person unless:

(1) (i) the resulting, surviving or transferee Person (the "*Successor ParentCo*") will be a Person organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof; and (ii) the Successor ParentCo expressly assumes all the obligations of ParentCo under the Notes Documents pursuant to supplemental indentures or other documents or instruments, as applicable, and the Successor ParentCo shall cause such supplemental indentures or other documents or instruments, as applicable, to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Lien on the Collateral owned by or transferred to such Successor ParentCo, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdictions;

(2) immediately after such transaction, no Event of Default exists;

(3) (a) ParentCo or the Successor ParentCo, as applicable, would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the first paragraph under "Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"; or (b) immediately after giving Pro Forma Effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four-quarter period,(a) the Interest Coverage Ratio for ParentCo

or the Successor ParentCo, as applicable, and its Restricted Subsidiaries would be equal to or greater than the Interest Coverage Ratio for ParentCo or the Successor ParentCo immediately prior to such transaction or (b) the Total Net Leverage Ratio would be equal to or less than it was immediately prior to such transaction;

(4) the Issuers shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, amalgamation or transfer and such supplemental indentures, if any, comply with the Indenture; and

(5) to the extent any assets of the Person which is merged or consolidated with or into ParentCo are assets of the type which would constitute Collateral under the Collateral Documents, ParentCo or the Successor ParentCo, as applicable, will take such action, if any, as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the applicable Collateral Documents in the manner and to the extent required in the Indenture or the applicable Collateral Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable Collateral Documents.

The Successor ParentCo will succeed to, and be substituted for, and may exercise every right and power of, ParentCo under the Notes Documents and ParentCo's obligations under the Notes Documents shall be automatically and unconditionally released and discharged.

The Issuers

Subject to the other provisions of the section entitled "Merger, Consolidation or Sale of All or Substantially All Assets", an Issuer will not consolidate or merge with or into or wind up into (whether or not the Issuer is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its consolidated properties or assets taken as a whole, in one or more related transactions, to any Person unless:

(1) (i) the resulting, surviving or transferee Person (the "*Successor Issuer*") will be a Person organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (and in the case of Panther Co-Issuer, the applicable Successor Issuer is a corporation); and (ii) the Successor Issuer expressly assumes all the obligations of such Issuer under the Notes Documents pursuant to supplemental indentures or other documents or instruments, as applicable, and the Successor Issuer shall cause such supplemental indentures or other documents or instruments, as applicable, to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Lien on the Collateral owned by or transferred to such Successor Issuer, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdictions;

(2) immediately after such transaction, no Event of Default exists;

(3) the Issuers shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, amalgamation or transfer and such supplemental indentures, if any, comply with the Indenture; and

(4) to the extent any assets of the Person which is merged or consolidated with or into such Issuer are assets of the type which would constitute Collateral under the Collateral Documents, such Issuer or the Successor Issuer, as applicable, will take such action, if any, as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the applicable Collateral Documents in the manner and to the extent required in the Indenture or the applicable Collateral Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable Collateral Documents.

The Successor Issuer will succeed to, and be substituted for, and may exercise every right and power of, the applicable Issuer under the Notes Documents and the applicable Issuer's obligations under the Notes Documents will be automatically and unconditionally released and discharged.

Notwithstanding any other provision herein, an Issuer's obligations under the Notes Documents will be automatically and unconditionally released and discharged upon:

(a) any sale, exchange, transfer or other disposition (by merger, amalgamation, consolidation or otherwise) to any Person that is not a Guarantor or another Issuer of (i) the Capital Stock of such Issuer (including any sale, exchange or transfer), after which the applicable Issuer is no longer a Restricted Subsidiary of ParentCo, or (ii) all or substantially all of such Issuer's consolidated properties or assets taken as a whole, in either case which sale, exchange, transfer or disposition is not otherwise prohibited by the Indenture;

(b) the merger, amalgamation or consolidation of such Issuer with and into another Issuer or a Guarantor or upon the liquidation of such Issuer, in each case in compliance with the applicable provisions of the Indenture;

(c) such Issuer (in its capacity as a borrower or guarantor under the Senior Credit Facilities) being released from all of its obligations under all of its guarantees of payment of or direct obligations under all Indebtedness of the other Issuers under the Senior Credit Facilities (except a discharge or release by or as a result of payment in connection with the enforcement of remedies under such guarantee or direct obligation) unless at the time of such release or discharge such Issuer is then a guarantor or an obligor in respect of any other Indebtedness that would require it to provide a Guarantee pursuant to the covenant described under "—Certain Covenants—Limitation on Guarantees of Indebtedness by Restricted Subsidiaries", except a release as a result of (x) payment in full under such guarantee or obligation (it being understood that a release subject to a contingent reinstatement is still considered a release, and if any such Guarantee or obligations of such Issuer under the Senior Credit Facilities is so reinstated, such obligations shall also be reinstated), or (y) a refinancing or replacement in full of the Senior Credit Facilities; or

(d) the designation of such Issuer as an Unrestricted Subsidiary in compliance with the applicable provisions of the Indenture or the occurrence of any event after which such Issuer is no longer a Wholly Owned Subsidiary of ParentCo in compliance with the applicable provisions of the Indenture,

in each case provided that ParentCo or at least one Restricted Subsidiary of ParentCo is an Issuer under the Indenture.

The Indenture will provide that notwithstanding any other provision therein, (i) ParentCo or any Restricted Subsidiary of ParentCo may by supplemental indenture become an Issuer under the Notes Documents or assume the obligations of any existing Issuer under the Notes Documents and the applicable Issuer's obligations under the Notes Documents will be automatically and unconditionally released and discharged and (ii) any Issuer may by supplemental indenture become a Guarantor under the Notes Documents and the applicable Issuer's obligations under the Notes Documents as an Issuer will be automatically and unconditionally released and discharged, provided in the case of this clause (ii) that ParentCo or at least one Restricted Subsidiary of ParentCo is an Issuer under the Indenture.

The Subsidiary Guarantors

Subject to certain limitations described in the Indenture governing release of a Guarantee upon the sale, disposition or transfer of a Guarantor and the other provisions of the section entitled "Merger, Consolidation or Sale of All or Substantially All Assets", no Subsidiary Guarantor will, and ParentCo will not permit any Subsidiary Guarantor to, consolidate, amalgamate or merge with or into or wind up into (whether or not such Subsidiary Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets taken as a whole, in one or more related transactions, to any Person (other than an Issuer or a Guarantor) unless:

(1) (a) any Guarantor is the surviving Person or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made (such surviving Guarantor or such Person, as the case may be, being herein called the "*Successor Person*") expressly assumes all the obligations of such Subsidiary Guarantor under the Collateral Documents, Indenture and such Subsidiary Guarantor's related Guarantee pursuant to supplemental indentures or other documents or instruments;

(b) immediately after such transaction, no Event of Default exists; and

(c) the Issuers shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, amalgamation, merger or transfer and such supplemental indentures, if any, comply with the Indenture;

(d) to the extent any assets of the Person which is merged, consolidated or amalgamated with or into such Subsidiary Guarantor are assets of the type which would constitute Collateral under the Collateral Documents, such Subsidiary Guarantor or the Successor Person will take such action, if any, as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the applicable Collateral Documents in the manner and to the extent required in the Indenture or the applicable Collateral Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable Collateral Documents; or

(2) with respect to the Subsidiary Guarantors, the transaction is not prohibited by the first paragraph of the covenant described under the caption "Repurchase at the Option of Holders—Asset Sales."

Subject to certain limitations described in the Collateral Documents and the Indenture, the Successor Person will succeed to, and be substituted for, such Subsidiary Guarantor under the Collateral Documents, the Indenture and such Subsidiary Guarantor's Guarantee and such Subsidiary Guarantor's obligations under the Collateral Documents, the Indenture and its Guarantee will be automatically and unconditionally released and discharged.

Notwithstanding the foregoing provisions of the section entitled "Merger, Consolidation or Sale of All or Substantially All Assets",

(1) an Issuer may transfer all or part of its property or assets to a Guarantor;

(2) an Issuer may merge with one of its Affiliates solely for the purpose of reincorporating in the United States, the District of Columbia or any territory thereof so long as the amount of Indebtedness of ParentCo and its Restricted Subsidiaries is not increased thereby;

(3) any Guarantor may (i) consolidate or amalgamate with or merge into, wind up into or transfer all or part of its properties and assets to an Issuer or a Guarantor (or to a Restricted Subsidiary if that Restricted Subsidiary becomes a Guarantor), (ii) merge with an Affiliate of an Issuer solely for the purpose of reincorporating or reorganizing the Guarantor in the United States, any state thereof, the District of Columbia or any territory thereof, (iii) convert into a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the jurisdiction of such Guarantor or (iv) consolidate or amalgamate with or merge into or transfer all or part of its properties and assets to a Non-Guarantor Subsidiary so long as (A) to the extent constituting an Investment, such Investment is otherwise not prohibited under the covenant described under the caption "— Limitation on Restricted Payments" or (B) to the extent constituting an Asset Sale, such Asset Sale is for fair market value (as determined by ParentCo) and any promissory note or other non-cash consideration received in respect thereof is a permitted Investment in a Non-Guarantor Subsidiary in accordance with the covenant described under the caption "—Limitation on Restricted Payments";

(4) any Restricted Subsidiary may effect a merger, dissolution, liquidation, consolidation or amalgamation to effect (i) a disposition or issuance excluded from the definition of Asset Sale or an Asset Sale permitted by the covenant described under the caption "Repurchase at the Option of Holders—Asset Sales" or (ii) an Investment not prohibited by the covenant described under the caption "—Limitation on Restricted Payments," provided that the continuing or surviving Person shall be ParentCo or a Restricted Subsidiary.

(5) any Restricted Subsidiary may merge or consolidate with (A) ParentCo or an Issuer; provided that ParentCo or such Issuer shall be the continuing or surviving Person, or (B) any one or more Restricted Subsidiaries; provided that when any Issuer or Subsidiary Guarantor is merging or consolidating with another Restricted Subsidiary (1) the continuing or surviving Person shall be ParentCo, an Issuer or a Subsidiary Guarantor or (2) if the continuing or surviving Person is not ParentCo, an Issuer or a Subsidiary Guarantor, the acquisition of such Issuer or Subsidiary Guarantor by such surviving Restricted Subsidiary is otherwise not prohibited by the covenant under this section entitled "Merger, Consolidation or Sale of All or Substantially All Assets";

(6) any Non-Guarantor Subsidiary may consolidate or amalgamate with or merge into or transfer all or part of its properties and assets to ParentCo or any Restricted Subsidiary;

(7) ParentCo and the Restricted Subsidiaries may consummate the Transactions;

(8) the Transactions will be permitted without compliance with this "Merger, Consolidation or Sale of All or Substantially All Assets" covenant; and

(9) ParentCo may effect a merger, dissolution, liquidation, consolidation or amalgamation to effect any Holdings Termination Event.

Holdings Covenant

Holdings will not, and will not permit any Intermediate Parent to, conduct, transact or otherwise engage in any business or operations other than (i) the ownership and/or acquisition of the Equity Interests of ParentCo, any Intermediate Parent and any other Subsidiary, (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, (iii) participating in tax, accounting and other administrative matters as a member of the consolidated group of Holdings and its subsidiaries, (iv) the performance of its obligations under and in connection with the Senior Credit Facilities any documentation governing any Indebtedness or Guarantee and the other agreements contemplated hereby and thereby, (v) any public offering of its or any of its direct or indirect parent's common stock or any other issuance or registration of its Equity Interests for sale or resale not prohibited by this Agreement, including the costs, fees and expenses related thereto, (vi) making any dividend or distribution or other transaction similar to a Restricted Payment and not otherwise prohibited by the restrictions under "Certain Covenants—Transactions with Affiliates", or any Investment in ParentCo, any Intermediate Parent or any other Subsidiary (including, for the avoidance of doubt, the acquisition thereof), (vii) the incurrence of any Indebtedness, (viii) incurring fees, costs and expenses relating to overhead and general operating including professional fees for legal, tax and accounting issues and paying taxes, (ix) providing indemnification to officers and members of the board of directors, (x) activities incidental to the consummation of the Transactions, (xi) the acquisition of Indebtedness under the Senior Credit Facilities and any other Indebtedness permitted under the Indenture, and (xii) activities incidental to the businesses or activities described in clauses (i) to (xi) of this paragraph.

Holdings will not, and will not permit any Intermediate Parent to, own or acquire any material assets (other than Equity Interests as referred to in paragraph (b)(i) and/or (vi) above, cash and Cash Equivalents, intercompany Investments in any Intermediate Parent, ParentCo or any Subsidiary not prohibited under the Indenture) or incur any liabilities (other than liabilities as referred to in the immediately preceding paragraph, liabilities imposed by law, including tax liabilities, and other liabilities incidental to its existence and business and activities not prohibited by the Indenture).

After an IPO of ParentCo, at the option of ParentCo (the exercising of such option to release Holdings from its obligations under the Indenture and Notes pursuant to this clause, a "*Holdings Termination Event*"), but only if, upon giving effect to such IPO and through a series of mergers, consolidations, dissolutions, amalgamations or otherwise, ParentCo would cease to have a direct or indirect parent entity of Initial Holdings or an Intermediate Parent that owns all of the Capital Stock of ParentCo, Holdings shall be automatically and unconditionally released from its Guarantee and all of its property (including the Capital Stock of ParentCo) released as Collateral automatically and unconditionally, and Holdings shall be automatically and unconditionally released from all obligations under the Indenture and the Notes Documents, including with respect to all covenants and defaults related to or referencing Holdings; *provided*, that, following such Holdings Termination Event, Holdings does not otherwise guarantee any Indebtedness under the Senior Credit Facilities. Following any such release, the Indenture and the Notes Documents shall be deemed to be amended to eliminate or modify all references to Holdings, as applicable.

Transactions with Affiliates

ParentCo will not, and will not permit any of its Restricted Subsidiaries to, enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, any Affiliate of ParentCo (each of the foregoing, an "*Affiliate Transaction*") involving aggregate payments or consideration in excess of the greater of $294.4 million and 25% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis, at the time of such Affiliate Transaction, unless such Affiliate Transaction is on terms that are not materially less favorable to ParentCo or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by ParentCo or such Restricted Subsidiary with an unrelated Person on an arm's-length basis; *provided*, any Affiliate Transaction shall be deemed to have satisfied the requirements set forth in this paragraph if (x) such Affiliate Transaction is approved by a majority of the Disinterested Directors or (y) in the event there are no Disinterested Directors, a fairness opinion is provided by a nationally recognized appraisal or investment banking firm with respect to such transaction.

The foregoing provisions will not apply to the following:

(1) transactions between or among ParentCo, any Restricted Subsidiary and/or any entity that becomes a Restricted Subsidiary as a result of such transaction;

(2) Restricted Payments permitted by the provisions of the Indenture described above under the caption "—Limitation on Restricted Payments" and any Permitted Investment;

(3) the payment of management, consulting, advisory, transaction, financing and monitoring fees and related expenses and any exit and termination fees to any of the Permitted Holders (or management companies of any of the Permitted Holders (including indemnification and other similar amounts)), or the making of distributions to any of the Permitted Holders (or their respective Affiliates) pursuant to equity arrangements to pay the foregoing;

(4) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors, officers and employees of any Parent Entity, ParentCo and the Restricted Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of ParentCo and the Restricted Subsidiaries;

(5) transactions in which ParentCo or any of its Restricted Subsidiaries, as the case may be, deliver to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to ParentCo or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable to ParentCo or their relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by ParentCo or such Restricted Subsidiary with an unrelated Person on an arm's-length basis;

(6) any agreement or arrangement as in effect as of the Completion Date, or any amendment thereto or replacement thereof (so long as any such amendment or replacement is not disadvantageous in

any material respect to the Holders when taken as a whole as compared to the applicable agreement as in effect on the Completion Date as reasonably determined by ParentCo in good faith (which determination shall be conclusive)), including the transactions and payments pursuant to the Investor Expense Reimbursement Agreements and the reimbursement of all expenses, fees and costs and any other expense reimbursement obligations by ParentCo or any Restricted Subsidiary to any Permitted Holder set forth in any such agreement or arrangement;

(7) the existence of, or the performance by ParentCo or any of its Restricted Subsidiaries of their obligations under the terms of, any stockholders agreement or the equivalent (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Completion Date and any similar agreements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by ParentCo or any of its Restricted Subsidiaries of obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Completion Date shall only be permitted by this clause (7) to the extent that the terms of any such existing agreement together with all amendments thereto are not otherwise disadvantageous in any material respect to the Holders when taken as a whole;

(8) transactions with customers, clients, suppliers, contractors, joint venture partners or purchasers or sellers of goods or services that are Affiliates, in each case in the ordinary course of business;

(9) the issuance or transfer of Equity Interests (other than Disqualified Stock) of ParentCo to any Permitted Holder or to any director, officer, employee or consultant (or their respective estates, investment funds, investment vehicles, spouses or former spouses) of ParentCo, any of its direct or indirect parent companies or any of its Subsidiaries and issuances of Equity Interests of ParentCo to the extent otherwise permitted by the Indenture;

(10) sales of accounts receivable, or participations therein, Receivables/Securitization Assets or related assets in connection with any Receivables/Securitization Facility;

(11) payments by ParentCo or any of its Restricted Subsidiaries (or distributions or dividends by ParentCo in lieu of such payments) to any of the Permitted Holders (whether directly or indirectly), including to their Affiliates or designees, made for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities (including, without limitation, in connection with acquisitions, divestitures or financings, and any reimbursement of expenses in lieu of, or in addition to, the foregoing);

(12) payments, Indebtedness and Disqualified Stock (and cancellation of any thereof) of ParentCo and its Restricted Subsidiaries and Preferred Stock (and cancellation of any thereof) of any Restricted Subsidiary to any future, current or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of ParentCo, any of its Subsidiaries or any of their direct or indirect parent companies pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; and any employment agreements, stock option plans and other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such employees, directors, officers, managers or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) that are, in each case, approved by the Board of Directors of ParentCo in good faith;

(13) investments by any of the Permitted Holders in securities of ParentCo or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as (i) the investment is being offered generally to other investors on the same or more favorable terms and (ii) the investment constitutes less than a majority of the proposed or outstanding issue amount of such class of securities;

(14) transactions with a Person that is an Affiliate of ParentCo solely because ParentCo owns, directly or indirectly (including through an Unrestricted Subsidiary), an Equity Interest in or controls such Person;

(15) the Transactions, the offering of Notes and payments made in connection with the Transactions (including the offering of Notes) and the payment of fees and expenses, including the fees and out-of-pocket expenses of the Permitted Holders and their Affiliates;

(16) employment and severance arrangements between ParentCo and its Restricted Subsidiaries and their respective officers and employees in the ordinary course of business or otherwise in connection with the Transactions (including loans and advances pursuant to clause (16) of the definition of Permitted Investments);

(17) (a) tax sharing agreements, tax groupings and arrangements for the payment of taxes or the surrender or reallocation of taxes or tax reliefs among direct and indirect parent companies of ParentCo and its Restricted Subsidiaries and payments thereunder on customary terms to the extent attributable to the ownership or operation of ParentCo and its Restricted Subsidiaries and (b) transactions undertaken in good faith (as certified by the Issuers in an Officer's Certificate) for the purposes of improving the consolidated tax efficiency of ParentCo and its Subsidiaries;

(18) payments to or from, and transactions with, any joint venture in the ordinary course of business (including, without limitation, any cash management activities related thereto);

(19) any lease or sublease entered into between ParentCo or any Restricted Subsidiary, as lessee or sublessee and any Affiliate of ParentCo, as lessor or sublessor, which is approved by a majority of the disinterested members of the Board of Directors of ParentCo in good faith;

(20) intellectual property licenses or sublicenses (including the provision of software under an open source license) in the ordinary course of business;

(21) any transition services arrangement, supply arrangement or similar arrangement entered into in connection with or in contemplation of the disposition of assets or Equity Interests in any Restricted Subsidiary permitted by the covenant described under the caption "Repurchase at the Option of Holders—Asset Sales" or entered into with any Business Successor, in each case, that ParentCo determines in good faith is either fair to ParentCo or otherwise on customary terms for such type of arrangements in connection with similar transactions; and

(22) issuances of Junior Capital and debt securities not prohibited by the Indenture.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

ParentCo will not, and will not permit any of its Non-Guarantor Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(1) (a) pay dividends or make any other distributions to ParentCo or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or

(2) pay any Indebtedness owed to ParentCo or any of its Restricted Subsidiaries;

(3) make loans or advances to ParentCo or any of its Restricted Subsidiaries; or

(4) sell, lease or transfer any of their properties or assets to ParentCo or any of its Restricted Subsidiaries;

except (in each case) for such encumbrances or restrictions existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Completion Date;

(b) contractual encumbrances or restrictions included in the Senior Credit Facilities and the related documentation and related Hedging Obligations;

(c) the Notes Documents;

(d) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (3) above on the property so acquired;

(e) applicable law or any applicable rule, regulation or order;

(f) any agreement or other instrument of a Person acquired by or merged or consolidated with or into ParentCo or any of its Restricted Subsidiaries in existence at the time of such acquisition or at the time it merges with or into ParentCo or any of its Restricted Subsidiaries or assumed in connection with the acquisition of assets from such Person (but, in any such case, not created in contemplation thereof), which encumbrance or restriction or condition set forth in such agreement is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or the property or assets assumed;

(g) contracts for the sale of assets or the sale of a Subsidiary, including customary restrictions with respect to a Subsidiary of ParentCo pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;

(h) (i) Secured Indebtedness otherwise permitted to be incurred pursuant to the covenants described under the captions "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "—Liens" that limit the right of the debtor to dispose of the assets securing such Indebtedness, (ii) restrictions on transfers of assets subject to Permitted Liens (but, with respect to any such Permitted Lien, only to the extent that such transfer restrictions apply solely to the assets that are the subject of such Permitted Lien) and (iii) restrictions and conditions imposed by any documentation governing (A) other Indebtedness (other than intercompany debt owed to ParentCo or the Restricted Subsidiaries) that do not materially impair ParentCo's ability to make payments on the Notes, (B) any documentation governing Indebtedness incurred in reliance on the first paragraph of the covenant under the caption "Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and/or clauses (12), (18) and (26) of the second paragraph of such covenant and (C) any documentation governing any Refinancing Indebtedness incurred to refinance any such Indebtedness referenced in the foregoing clauses (A) and (B);

(i) restrictions on cash (or Cash Equivalents) or other deposits or restrictions on net worth imposed by customers, in each case, under contracts entered into in the ordinary course of business;

(j) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be incurred subsequent to the Completion Date pursuant to the provisions of the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock";

(k) customary provisions in joint venture agreements or arrangements and other similar agreements relating to such joint venture;

(l) customary provisions contained in leases, sub-leases, licenses, sub-licenses, asset sale agreements or similar agreements, including with respect to intellectual property and other agreements, in each case, (i) entered into in the ordinary course of business or (ii) otherwise not prohibited under the Indenture so long as such restrictions relate only to the assets subject thereto;

(m) restrictions created in connection with any Receivables/Securitization Facility that, in the good faith determination of ParentCo, are necessary or advisable to effect such Receivables/Securitization Facility;

(n) restrictions on cash (or Cash Equivalents) or other deposits imposed by agreements entered into in the ordinary course of business (or other restrictions on cash or deposits constituting Permitted Liens);

(o) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of direct or indirect parent companies of ParentCo, ParentCo or any Restricted Subsidiary;

(p) customary net worth provisions contained in real property leases entered into by Subsidiaries, so long as ParentCo has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of ParentCo and its Subsidiaries to meet their ongoing obligations;

(q) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which ParentCo or any of its Restricted Subsidiaries is a party entered into in the ordinary course of business; *provided* that such agreement prohibits the encumbrance of solely the property or assets of ParentCo or such Restricted Subsidiary that are the subject of such agreement, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of ParentCo or such Restricted Subsidiary or the assets or property of another Restricted Subsidiary;

(r) any encumbrance or restriction arising pursuant to an agreement or instrument which, if it relates to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be incurred pursuant to the provisions of the covenant described under the caption "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole (i) are not materially less favorable to the Holders than the encumbrances and restrictions contained in the Senior Credit Facilities, together with the security documents associated therewith as in effect on the Completion Date (as determined by ParentCo, which determination shall be conclusive) or (ii) either (A) ParentCo determines at the time of entry into such agreement or instrument that such encumbrances or restrictions will not adversely affect, in any material respect, ParentCo's ability to make principal or interest payments on the Notes or (B) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(s) any encumbrance or restriction with respect to a Subsidiary Guarantor or a Foreign Subsidiary or Receivables/Securitization Subsidiary which was previously an Unrestricted Subsidiary pursuant to or by reason of an agreement that such Subsidiary is a party to or entered into before the date on which such Subsidiary became a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of an Unrestricted Subsidiary becoming a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of ParentCo or any other Restricted Subsidiary other than the assets and property of such Subsidiary; and

(t) any encumbrances or restrictions of the type referred to in clauses (1), (2) and (3) above imposed by any amendments, extensions, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (s) above; *provided* that such amendments, extensions, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of ParentCo, no more restrictive in any material respect with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Limitation on Guarantees of Indebtedness by Restricted Subsidiaries

ParentCo will not permit any of its Wholly Owned Subsidiaries (and non-Wholly Owned Subsidiaries if such non-Wholly Owned Subsidiaries guarantee, or are a co-issuer of, other capital markets debt securities of ParentCo or any Restricted Subsidiary in a principal amount in excess of the greater of $177.76 million and 10% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, or guarantee all or a portion of, or are a co-borrower under, the Senior Credit Facilities) that are Restricted Subsidiaries, other than a Guarantor, a Receivables/Securitization Subsidiary or a Foreign Subsidiary, to guarantee the payment of any Indebtedness of an Issuer or any Guarantor, unless such Restricted Subsidiary within 90 days (i) executes and delivers a supplemental indenture to the Indenture providing for a Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of an Issuer or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Guarantee of the Notes and (ii) executes and delivers a supplement or joinder to the Collateral Documents or new Collateral Documents and takes all actions required thereunder to perfect the Liens created thereunder; *provided* that if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee with respect to the Notes substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Guarantee of the Notes; *provided* that this covenant shall not be applicable (i) to any guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary, (ii) guarantees of any Receivables/Securitization Facility by any Receivables/Securitization Subsidiary, or (iii) in the event that the Guarantee of the Issuers' obligations under the Notes or the Indenture by such Subsidiary would not be permitted under applicable law.

ParentCo may elect, in its sole discretion, to cause any Subsidiary or Parent Entity that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary or Parent Entity shall not be required to comply with the periods described above and such Guarantee may be released at any time in ParentCo's sole discretion so long as, in the case of a Restricted Subsidiary, any Indebtedness of such Restricted Subsidiary then outstanding could have been incurred by such Restricted Subsidiary (either (x) when so incurred or (y) at the time of the release of such Guarantee) assuming such Restricted Subsidiary were not a Guarantor at such time.

If any Guarantor becomes an Immaterial Subsidiary, the Issuers shall have the right, by delivery of a supplemental indenture executed by the Issuers to the Trustee, to cause such Immaterial Subsidiary to automatically and unconditionally cease to be a Guarantor, subject to the requirement described in the first paragraph above that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has been properly designated as an Unrestricted Subsidiary it shall not be so required to become a Guarantor or execute a supplemental indenture); *provided*, *further*, that such Immaterial Subsidiary shall not be permitted to Guarantee the Senior Credit Facilities or other Indebtedness of the Issuers or the other Guarantors, unless it again becomes a Guarantor to the extent required by the first paragraph above.

Reports and Other Information

The Indenture will provide that so long as any Notes are outstanding, ParentCo shall furnish to the Trustee:

(i) within 120 days after the end of each fiscal year of ParentCo ending after the Completion Date (or, in the case of financial statements for (i) the fiscal year ending December 31, 2024 or (ii) any fiscal year during which either (x) ParentCo or any Subsidiary has consummated a material (in the good faith judgment of management of ParentCo) acquisition or other Investment or (y) a material (in the good faith judgment of management of ParentCo) accounting change has occurred, on or before the date that is 150 days after the end of such fiscal year), or, in each case, such longer period as would be permitted by the SEC if ParentCo were then subject to SEC reporting requirements as a non-accelerated filer, the consolidated financial statements of ParentCo for such year prepared in accordance with GAAP, together with a report thereon by ParentCo's independent auditors, and a "Management's Discussion and Analysis of Financial Condition and Results of Operations" with respect to such financial statements substantially similar to that which would be included in an Annual Report on Form 10-K (as in effect on the Completion Date, but only to the extent similar information is included in this Offering Memorandum) filed with the SEC by ParentCo (if ParentCo were required to prepare and file such form); it being understood that ParentCo shall not be required to include any consolidating financial information with respect to the Issuers, any Guarantor or any other affiliate of ParentCo, or any separate financial statements or information for the Issuers, any Guarantor or any other Affiliate of ParentCo;

(ii) within 60 days after the end of each of the first three fiscal quarters in each fiscal year of ParentCo (or, in the case of financial statements for (i) the fiscal quarters ending March 31, 2024, June 30, 2024 and September 30, 2024 or (ii) any fiscal quarter (and the two immediately subsequent fiscal quarters) during which either (x) ParentCo or any Subsidiary has consummated a material (in the good faith judgment of management of ParentCo) acquisition or similar Investment or (y) a material (in the good faith judgment of management of ParentCo) accounting change has occurred, on or before the date that is 90 days after the end of such fiscal quarter) or, in each case, such longer period as would be permitted by the SEC if ParentCo were then subject to SEC reporting requirements as a non-accelerated filer, beginning with the first such fiscal quarter ending after the Completion Date, the condensed consolidated financial statements of ParentCo for such quarter prepared in accordance with GAAP, together with a "Management's Discussion and Analysis of Financial Condition and Results of Operations" with respect to such financial statements substantially similar to that which would be included in a Quarterly Report on Form 10-Q (as in effect on the Completion Date) filed with the SEC by ParentCo (if ParentCo were required to prepare and file such form); it being understood that ParentCo shall not be required to include any consolidating financial information with respect to the Issuers, any Guarantor or any other affiliate of ParentCo, or any separate financial statements or information for the Issuers, any Guarantor or any other Affiliate of ParentCo; and

(iii) information substantially similar to the information that would be required to be included in a Current Report on Form 8-K (as in effect on the Completion Date) filed with the SEC by ParentCo (if ParentCo were required to prepare and file such form) pursuant to Item 1.01 (Entry into a Material Definitive Agreement), Item 1.02 (Termination of a Material Definitive Agreement), Item 1.03 (Bankruptcy or Receivership), Item 2.01 (Completion of Acquisition or Disposition of Assets), Item 2.05 (Costs Associated with Exit or Disposal Activities), Item 2.06 (Material Impairments), Item 4.01 (Changes in Registrant's Certifying Accountants), Item 4.02 (Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review), Item 5.01 (Changes in Control of Registrant) or Items 5.02(b) and (c) (Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers) of such form, within 15 days after the date of filing that would have been required for a Current Report on Form 8-K; *provided*, *however*, that no report shall be required to include (1) any information regarding the occurrence of any of the foregoing events if ParentCo determines in its reasonable determination that such event that would otherwise be required to be disclosed is not material to the Holders or the business, assets, operations, financial positions or prospects of ParentCo and its Restricted Subsidiaries taken as a whole, (2) copies of any agreements, financial statements or other items that would be required to be filed as exhibits to a Current Report on Form 8-K (other than agreements evidencing material Indebtedness), (3) an exhibit or a summary of the terms of any employment or compensatory arrangement, agreement, plan or understanding between ParentCo (or any of its Subsidiaries) and any director, manager or executive officer of ParentCo (or any of its Subsidiaries) or (4) any trade secrets, privileged or confidential information obtained from another Person and competitively sensitive information.

In addition, to the extent not satisfied by the foregoing, for so long as the Notes remain subject to this covenant, ParentCo will furnish to Holders thereof and prospective investors in such Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) (as in effect on the Completion Date) of the Securities Act.

ParentCo shall not be required to provide (i) segment reporting and disclosure (including any required by FASB Accounting Standards Codification Topic 280) (*provided, however*, that for so long as ParentCo has the reporting segments disclosed in the most recent audited financial statements included or incorporated by reference in the Offering Memorandum, ParentCo will provide segment reporting and disclosure consistent in all material respects with the most recent audited financial statements and the related "Management's Discussion and Analysis of Financial Condition and Results of Operations" included or incorporated by reference in the Offering Memorandum, in each case (A) subject to any changes required by GAAP and (B) excluding any information ParentCo determines in its reasonable determination is not material to the Holders or the business, assets, operations, financial positions or prospects of ParentCo and its Restricted Subsidiaries taken as a whole), (ii) separate financial statements or other information contemplated by Rules 3-05, 3-09, 3-10, 4-08, 13-01 or 13-02 of Regulation S-X (or any successor provisions) or any schedules required by Regulation S-X, (iii) information required by Regulation G under the Exchange Act or Item 10, Item 302, Item 402 or Item 601 of Regulation S-K (or any successor provision), (iv) XBRL exhibits, (v) earnings per share information, (vi) information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A or (vii) other information customarily excluded from an offering memorandum, including any information that is not otherwise of the type and form currently included or incorporated by reference in the Offering Memorandum. In addition, none of the reports referenced in clauses (i), (ii) and (iii) above will be required to comply with Section 302 or Section 404 of the Sarbanes-Oxley Act of 2002, or related Items 307 and 308 of Regulation S-K promulgated by the SEC, or Item 302 of Regulation S-K or Item 10(e) of Regulation S-K or Item 601 of Regulation S-K (with respect to exhibits), in each case, as in effect on the date of the Indenture.

The requirements set forth in the preceding paragraphs may be satisfied by (i) delivering such information electronically to the Trustee and (ii) posting copies of such information on its website or on IntraLinks or any comparable online data system or website (which may be nonpublic, require a confidentiality acknowledgment and may be maintained by ParentCo or a third party) to which access will be given to Holders, bona fide prospective investors in the Notes (which prospective investors shall be limited to "qualified institutional buyers" within the meaning of Rule 144A of the Securities Act or non-U.S. persons (as defined in Regulation S under the Securities Act) that certify their status as such to the reasonable satisfaction of ParentCo), securities analysts (to the extent providing analysis of an investment in the Notes) and market making financial institutions that are reasonably satisfactory to ParentCo who agree to treat such information and reports as confidential; *provided* that ParentCo may deny access to any competitively-sensitive information and reports otherwise to be provided pursuant to this paragraph to any Holder, bona fide prospective investors, security analyst or market maker that is a competitor of ParentCo and its Subsidiaries to the extent that ParentCo determines in good faith that the provision of such information and reports to such Person would be competitively harmful to ParentCo and its Subsidiaries. ParentCo will use commercially reasonable efforts to schedule a conference call to be held not more than 15 Business Days following the release of each report containing the financial information referred to in clauses (i) and (ii) of the first paragraph of this covenant, at which ParentCo will make available its senior management to discuss the information contained in such report on such conference call; *provided* that such conference calls shall be permitted to be held jointly with conference calls ParentCo holds for holders of its other Indebtedness. ParentCo will notify Holders of Notes about such call and provide them and prospective investors in the Notes with call-in information concurrently with and in the same manner as each delivery of financial statements.

Notwithstanding the foregoing, at all times that ParentCo is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, ParentCo may satisfy the requirements of this covenant by filing with the SEC within the time periods specified in the SEC's rules and regulations that are then applicable to ParentCo all the reports and information described in the preceding paragraphs, but without giving effect to any of the provisos contained in such paragraphs, and any other information, documents and other reports that ParentCo would be required to file with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act, in each case in a manner that complies in all material respects with the requirements specified in the applicable forms promulgated by the SEC.

In the event that any direct or indirect parent company of ParentCo guarantees the Notes (which shall be permitted, subject to compliance with the Indenture, at any time, at ParentCo's sole discretion) or files the reports specified in the first paragraph of this covenant with the SEC, the Indenture will permit ParentCo to satisfy its obligations in this covenant with respect to the financial information relating to ParentCo by furnishing financial information relating to such parent; *provided* that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to ParentCo and its Restricted Subsidiaries on a standalone basis, on the other hand. Such parent shall not be considered a Guarantor by virtue of providing such guarantee, if applicable, which may be released at any time. The obligations under this covenant may be satisfied by having the applicable entity file reports containing the information contemplated hereby within the timeframes contemplated hereunder with the SEC.

At any time that any of ParentCo's Subsidiaries are Unrestricted Subsidiaries, then the quarterly and annual financial information required by this covenant will include a reasonably detailed presentation, on or in any of (i) the face of the financial statements, (ii) the footnotes thereto or (iii) the "Management's Discussion and Analysis of Financial Condition and Results of Operations" or other comparable section, of the financial condition and results of operations of ParentCo and the Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries.

Delivery of reports, information and documents to the Trustee under the Indenture is for informational purposes only and the information and the Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein, or determinable from information contained therein including ParentCo's compliance with any of their covenants thereunder (as to which the Trustee is entitled to rely exclusively on an Officer's Certificate). The Trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, our compliance with the covenants or with respect to any reports or other documents filed with the SEC on EDGAR or any website under the Indenture, or participate in any conference calls.

Events of Default and Remedies

The Indenture will provide that each of the following is an Event of Default:

(1) default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Notes;

(2) default for 30 days or more in the payment when due of interest on or with respect to the Notes;

(3) failure by an Issuer or any Guarantor for 60 days after receipt of written notice given by the Trustee or the Holders of not less than 30% in principal amount of the then outstanding Notes to comply with any of their obligations, covenants or agreements (other than a default referred to in clauses (1) and (2) above) contained in the Indenture, the Notes or the Collateral Documents; *provided* that in the case of a failure to comply with the Indenture provisions described under the caption "— Reports and Other Information," such period of continuance of such default or breach shall be 270 days after written notice described in this clause (3) has been given;

(4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by ParentCo or any Significant Subsidiary or the payment of which is guaranteed by ParentCo or any Significant Subsidiary, other than Indebtedness owed to ParentCo or any Significant Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Notes, if both:

(a) such default either results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods) or relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity; and

(b) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate in excess of the greater of (I) $426.16 million and (II) 35% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis;

provided that no Default or Event of Default will be deemed to occur with respect to any such Indebtedness that is paid or otherwise acquired or retired (or for which such failure to pay or acceleration is waived or rescinded) within 20 Business Days after such failure to pay or such acceleration;

(5) failure by ParentCo or any Significant Subsidiary (or any group of Restricted Subsidiaries that together (determined as of the most recent consolidated financial statements of ParentCo for a fiscal quarter end provided as required by the covenant described under the caption "— Reports and Other Information") would constitute a Significant Subsidiary) to pay final non-appealable judgments aggregating in excess of the greater of (x) $412.16 million and (y) 35% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis (in each case, net of amounts covered by insurance policies issued by reputable insurance companies), which final judgments remain unpaid, undischarged and unstayed for a period of more than 90 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(6) certain events of bankruptcy or insolvency with respect to Holdings, any Intermediate Parent, ParentCo, any Issuer or any Significant Subsidiary (or any group of Restricted Subsidiaries that together (determined as of the most recent consolidated financial statements of ParentCo for a fiscal quarter end provided as required by the covenant described under the caption "—Reports and Other Information") would constitute a Significant Subsidiary);

(7) the Guarantee of any Significant Subsidiary shall for any reason cease to be in full force and effect or be declared null and void or any Guarantor that is a Significant Subsidiary (or any group of Restricted Subsidiaries that together (as of the most recent consolidated financial statement of ParentCo for a fiscal quarter end) would constitute a Significant Subsidiary), as the case may be, denies in writing that it has any further liability under its Guarantee or gives written notice to such effect, other than by reason of the termination of the Indenture or the release of any such Guarantee in accordance with the Indenture;

(8) with respect to any Collateral, individually or in the aggregate, having a fair market value in excess of the greater of (a) $235.52 million and (b) 20% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis, any of the Collateral Documents ceases to be in full force and effect, or any of the Collateral Documents ceases to give the Holders of the Notes the Liens purported to be created thereby with the priority contemplated thereby, or any of the Collateral Documents is declared null and void or an Issuer or any Guarantor denies in writing that it has any further liability under any Collateral Document or gives written notice to such effect (in each case other than in accordance with the terms of the Indenture, the Pari Passu Intercreditor Agreement and the Collateral Documents), except to the extent that any loss of perfection or priority results from the failure of the Notes Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Documents, or otherwise results from an action (but not an omission) constituting gross negligence or willful misconduct on the part of the Trustee, the Notes Collateral Agent or the First Lien Credit Facilities Collateral Agent; *provided*, that if a failure of the sort described in this clause (8) is susceptible of cure (including with respect to any loss of Lien priority on material portions of the Collateral), no Event of Default shall arise under this clause (8) with respect thereto until 60 days after notice of such failure shall have been given to the Issuers by the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes issued under the Indenture; or

(9) failure by the Issuers to consummate the Special mandatory Redemption as described under "—Escrow of Proceeds; Special Mandatory Redemption."

However, a Default under clause (3), (4) or (5) of the immediately preceding paragraph will not constitute an Event of Default until the Trustee or the Holders of at least 30% in aggregate principal amount of the then total outstanding Notes notify the Issuers of the Default and, with respect to clauses (3) and (5), the Issuers do not cure such Default within the time specified in clauses (3) and (5) of this paragraph after receipt of such notice. Any notice of Default, notice of acceleration or instruction to the Trustee to provide a notice of Default, notice of acceleration or take any other action (a "*Noteholder Direction*") provided by any one or more Holders (each a "*Directing Holder*") must be accompanied by a written representation from each such Holder delivered to the Issuers and the Trustee that such Holder is not (or, in the case such Holder is DTC or its nominee, that such Holder is being instructed solely by beneficial owners that are not) Net Short (a "*Position Representation*"), which representation, in the case of a Noteholder Direction relating to the delivery of a notice of Default shall be deemed a continuing representation until the resulting Event of Default is cured or otherwise ceases to exist or the Notes are accelerated. In addition, each Directing Holder is deemed, at the time of providing a Noteholder Direction, to covenant to provide the Issuers with such other information as the Issuers may reasonably request from time to time in order to verify the accuracy of such Noteholder's Position Representation within five Business Days of request therefor (a "*Verification Covenant*"). In any case in which the Holder is DTC or its nominee, any Position Representation or Verification Covenant required hereunder shall be provided by the beneficial owner of the Notes in lieu of DTC or its nominee and DTC shall be entitled to conclusively rely on such Position Representation and Verification Covenant in delivering its direction to the Trustee.

If, following the delivery of a Noteholder Direction, but prior to acceleration of the Notes, the Issuers determine in good faith that there is a reasonable basis to believe a Directing Holder was, at any relevant time, in breach of its Position Representation and provides to the Trustee an Officer's Certificate stating that the Issuers have initiated litigation in a court of competent jurisdiction seeking a determination that such Directing Holder was, at such time, in breach of its Position Representation, and seeking to invalidate any Default, Event of Default or acceleration (or notice thereof) that resulted from the applicable Noteholder Direction, the cure period with respect to such Default shall be automatically stayed and the cure period with respect to such Default or Event of Default shall be automatically reinstituted and any remedy stayed pending a final and non-appealable determination of a court of competent jurisdiction on such matter. If, following the delivery of a Noteholder Direction, but prior to acceleration of the Notes, the Issuers provide to the Trustee an Officer's Certificate stating that a Directing Holder failed to satisfy its Verification Covenant, the cure period with respect to such Default shall be automatically stayed and the cure period with respect to any Default or Event of Default that resulted from the applicable Noteholder Direction shall be automatically reinstituted and any remedy stayed pending satisfaction of such Verification Covenant. Any breach of the Position Representation shall result in such Holder's participation in such Noteholder Direction being disregarded; and, if, without the participation of such Holder, the percentage of Notes held by the remaining Holders that provided such Noteholder Direction would have been insufficient to validly provide such Noteholder Direction, such Noteholder Direction shall be void ab initio, with the effect that such Default or Event of Default shall be deemed never to have occurred, acceleration voided and the Trustee shall be deemed not to have received such Noteholder Direction or any notice of such Default or Event of Default.

Notwithstanding anything in the preceding two paragraphs to the contrary, any Noteholder Direction delivered to the Trustee during the pendency of an Event of Default as the result of a bankruptcy or similar proceeding shall not require compliance with the foregoing paragraphs.

For the avoidance of doubt, the Trustee shall be entitled to conclusively rely on any Noteholder Direction delivered to it in accordance with the Indenture, shall have no duty to inquire as to or investigate the accuracy of any Position Representation, enforce compliance with any Verification Covenant, verify any statements in any Officer's Certificate delivered to it or otherwise make calculations, investigations or determinations with respect to Derivative Instruments, Net Shorts, Long Derivative Instruments, Short Derivative Instruments or otherwise. The Trustee shall have no liability or responsibility to the Issuers, any Holder or any other Person in acting in good faith on a Noteholder Direction or to determine whether or not any Holder has delivered a Position Representation or that such Position Representation conforms with the Indenture or any other agreement.

If any Event of Default (other than of a type specified in clause (6) above) occurs and is continuing under the Indenture, the Trustee by written notice to the Issuers or the Holders of at least 30% in aggregate principal amount of the then total outstanding Notes by written notice to the Issuers and the Trustee may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately; *provided* that a notice of Default may not be given with respect to any action taken, and reported publicly or to Holders, more than two years prior to such notice of Default; *provided*, *further*, that such two-year limitation shall not apply if the Trustee has commenced any remedial action in respect of any such Default. Any time period to cure any actual or alleged Default or Event of Default may be extended or stayed by a court of competent jurisdiction.

Upon the effectiveness of such declaration, such principal and interest will be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising under clause (6) of the first paragraph of this section, all outstanding Notes will become due and payable without further action or notice. The Indenture will provide that the Trustee may withhold from the Holders notice of any continuing Default, except a Default relating to the payment of principal, premium, if any, or interest, if it determines that withholding notice is in their interest. In addition, the Trustee shall have no obligation to accelerate the Notes.

The Indenture provides that the Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default and its consequences under the Indenture (except a continuing Default in the payment of interest on, premium, if any, or the principal of any Note held by a non-consenting Holder) and rescind any acceleration with respect to the Notes and its consequences, *provided* such rescission would not conflict with any judgment of a court of competent jurisdiction. In the event of any Event of Default specified in clause (4) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or

(2) holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

In case an Event of Default occurs and is continuing, neither the Trustee nor the Notes Collateral Agent will be under any obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders of the Notes unless the Holders have offered, and if requested, provided to the Trustee and the Notes Collateral Agent indemnity or security satisfactory to the Trustee and Notes Collateral Agent, as the case may be, against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest when due, no Holder of a Note may pursue any remedy with respect to the Indenture or the Notes unless:

(1) such Holder has previously given the Trustee notice that an Event of Default is continuing;

(2) Holders of at least 30% in aggregate principal amount of the total outstanding Notes have requested the Trustee to pursue the remedy;

(3) Holders of the Notes have offered and, if requested, provide to the Trustee indemnity or security reasonably satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and

(5) Holders of a majority in aggregate principal amount of the total outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60 -day period.

Subject to certain restrictions, under the Indenture the Holders of a majority in aggregate principal amount of the total outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or the Notes Collateral Agent or of exercising any trust or power conferred on the Trustee or the Notes Collateral Agent. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note or that would involve the Trustee in personal liability (it being understood that the Trustee has no duty to determine whether any such action is prejudicial to any Holder or beneficial owner of the Notes).

The Indenture will provide that the Issuers are required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuers are required, within 30 Business Days, upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default, its status and what actions the Issuers are taking or proposes to take with respect thereto. The Trustee will not be deemed to have knowledge of any Defaults or Events of Default unless written notice of an event, which is in fact a Default or Event of Default, has been delivered to the Trustee at its office specified in the Indenture and such notice references the Notes and the Indenture and states that it is a "Notice of Default."

No Personal Liability of Directors, Officers, Employees and Stockholders

No past, present or future director, officer, employee, incorporator, member, partner or stockholder of an Issuer or any Guarantor or any of their direct or indirect parent companies (other than the Issuers and the Guarantors) shall have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Guarantees or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

Legal Defeasance and Covenant Defeasance

The obligations of the Issuers and the Guarantors under the Notes Documents will terminate (other than certain obligations) and will be released upon payment in full of all of the Notes. The Issuers may, at their option and at any time, elect to have all of their obligations discharged with respect to the Notes Documents and have each Guarantor's obligation discharged with respect to its Guarantee ("*Legal Defeasance*") and cure all then existing Events of Default except for:

(1) the rights of Holders of Notes to receive payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due solely out of the trust created pursuant to the Indenture;

(2) the Issuers' obligations with respect to Notes concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee and the Notes Collateral Agent, and the Issuers' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuers may, at their option and at any time, elect to have their obligations and those of each Guarantor released with respect to certain covenants that are described in the Indenture ("*Covenant Defeasance*") and thereafter any omission to comply with such obligations shall not constitute a Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including bankruptcy, receivership, rehabilitation and insolvency events pertaining to the Issuers) described under the caption "Events of Default and Remedies" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to the Notes:

(1) the Issuers must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest due on the Notes on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on such Notes and the Issuers must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions,

(a) the Issuers have received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(b) since the issuance of the Notes, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions, the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Senior Credit Facilities or any other material agreement or instrument (other than the Indenture) to which, an Issuer or any Guarantor is a party or by which an Issuer or any Guarantor is bound (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith);

(5) the Issuers shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuers with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuers or any Guarantor or others; and

(6) the Issuers shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes, when either:

(1) all Notes theretofore authenticated and delivered, except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust, have been delivered to the Trustee for cancellation; or

(2) (a) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or may be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers and the Issuers or any Guarantor have irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(b) the Issuers have paid or caused to be paid all sums payable by it under the Indenture; and

(c) the Issuers have delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Issuers must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Amendment, Supplement and Waiver

Except as provided in the succeeding paragraphs, the Notes Documents may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding, including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes, and any existing Default or Event of Default or compliance with any provision of the Indenture, the Notes issued thereunder or any Guarantee may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes, other than Notes beneficially owned by the Issuer or its Affiliates (including consents obtained in connection with a purchase of or tender offer or exchange offer for the Notes).

The Indenture will provide that, without the consent of Holders of Notes of at least 90.0% of the principal amount of the Notes affected, an amendment or waiver may not, with respect to any Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed final maturity of any such Note or alter or waive the provisions with respect to the redemption of such Notes (other than provisions relating to the covenants described above under the caption "Repurchase at the Option of Holders");

(3) reduce the rate of or change the time for payment of interest on any Note;

(4) amend or waive the legal right of any Holder of any Note to receive the payment of principal of, or interest on, the Notes, or to institute suit for the enforcement of any payment of principal of, or interest on, such Holder's Notes on or after the due dates therefor;

(5) make any Note payable in money other than that stated therein;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Notes; or

(7) make any change in the amendment and waiver provisions of this paragraph.

Any amendment, supplement or waiver consented to by Holders of at least 90.0% of the principal amount of the Notes affected will be binding on any non-consenting Holder of the Notes affected.

Notwithstanding the foregoing, without the consent of the Holders of at least 66-2/3% in aggregate principal amount of the Notes then outstanding, no amendment or waiver may make any change in any Collateral Document or the provisions in the Indenture dealing with Collateral or application of trust proceeds of the Collateral with the effect of releasing the Liens on all or substantially all of the Collateral which secure the Obligations in respect of the Notes.

Notwithstanding the foregoing, the Issuers, any Guarantor (with respect to a Guarantee or the Indenture to which it is a party), the Trustee and the Notes Collateral Agent may amend or supplement any Notes Documents without the consent of any Holder and the Issuers may direct the Trustee or Notes Collateral Agent to, and the Trustee or Notes Collateral Agent shall, enter into an amendment to the Notes Documents to:

(1) cure any ambiguity, omission, mistake, defect or inconsistency;

(2) provide for the assumption by a successor Person of the obligations of an Issuer or a Guarantor under any Note Document pursuant to the terms of the Indenture;

(3) provide for uncertificated Notes of such series in addition to or in place of certificated Notes (provided, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code);

(4) comply with the covenant relating to mergers, amalgamations consolidations and sales of assets;

(5) provide for the assumption by a successor entity of the obligations of an Issuer or any Guarantor to the Holders under the Notes Documents in accordance with "—Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets";

(6) make any change that would provide any additional rights or benefits to the Holders or that does not materially and adversely affect the legal rights of any such Holder under the Indenture;

(7) add covenants for the benefit of the Holders or to surrender any right or power conferred upon any Issuer or any Guarantor;

(8) comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(9) evidence and provide for the acceptance and appointment under the Indenture of a successor trustee or collateral agent provided that the successor trustee or collateral agent is otherwise qualified and eligible to act as such under the terms of the Indenture;

(10) provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;

(11) add a Guarantor or a co-obligor of the Notes under the Indenture or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Notes when such release, termination, discharge or retaking is provided for in accordance with and permitted by the term of the Indenture, the Collateral Documents and the Pari Passu Intercreditor Agreement;

(12) add additional security to or for the benefit of the Notes;

(13) conform the text of the Indenture, Guarantees, the Notes, any Collateral Documents or the Pari Passu Intercreditor Agreement to any provision of this "Description of the Notes";

(14) make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the Notes; provided, however, that (i) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes;

(15) mortgage, pledge or grant any other Lien in favor of the Notes Collateral Agent for its benefit and the benefit of the Trustee, the Holders of the Notes and the holders of any future Other Pari Passu Lien Obligations, as additional security for the payment and performance of all or any portion of the Obligations, in any property or assets, including any which are required to be mortgaged or pledged, or in which a Lien is required to be granted to or for the benefit of the Trustee or the Notes Collateral Agent pursuant to the Indenture, the Pari Passu Intercreditor Agreement, the Collateral Documents or otherwise;

(16) provide for the release of Collateral from the Lien pursuant to the Indenture, the Collateral Documents and the Pari Passu Intercreditor Agreement when permitted or required by the Collateral Documents, the Indenture or the Pari Passu Intercreditor Agreement;

(17) secure any future Indebtedness to the extent permitted under the Indenture, the Collateral Documents and the Pari Passu Intercreditor Agreement;

(18) add additional parties with Pari Passu Lien Priority to any Collateral Documents;

(19) enter into any intercreditor agreement having substantially similar terms with respect to the Holders as those set forth in the Pari Passu Intercreditor Agreement, taken as a whole, or any joinder thereto;

(20) in the case of any Collateral Document, include therein any legend required to be set forth therein pursuant to the Pari Passu Intercreditor Agreement or to modify any such legend as required by the Pari Passu Intercreditor Agreement; and

(21) provide for the succession of any parties to the Collateral Documents (and other amendments that are administrative or ministerial in nature) in connection with an amendment, renewal, extension, substitution, refinancing, restructuring, replacement, supplementing or other modification from time to time of the Senior Credit Facilities or any other agreement that is not prohibited by the Indenture.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment, supplement or waiver. It is sufficient if such consent approves the substance of the proposed amendment or supplement. A consent to any amendment, supplement or waiver under the Indenture by any Holder given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender. After an amendment, supplement or waiver under the Indenture becomes effective, the Issuers are required to give to the Holders a notice (with a copy to the Trustee) briefly describing such amendment, supplement or waiver. However, the failure to give such notice to all the Holders, or any defect in the notice will not impair or affect the validity of any such amendment, supplement or waiver. Furthermore, by their acceptance of the Notes, each Holder of the Notes is deemed to have consented to the terms of the Pari Passu Intercreditor Agreement, the First/Second Lien Intercreditor Agreement and the Collateral Documents and to have authorized and directed the Trustee and the Collateral Agent, as applicable, to execute, deliver and perform each of the Pari Passu Intercreditor Agreement, the First/Second Lien Intercreditor Agreement and Collateral Documents to which it is a party, binding the Holders to the terms thereof.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment.

Notices

Notices given by publication or electronic delivery will be deemed given on the first date on which publication is made and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing. So long as the Notes are held in global form, notices shall be given in accordance with the procedures of DTC.

Concerning the Trustee, the Notes Collateral Agent and the Escrow Agent

U.S. Bank Trust Company, National Association, is the Trustee and Notes Collateral Agent under the Indenture and has been appointed by the Issuers as registrar and paying agent with regard to the Notes. U.S. Bank Trust Company, National Association is also the Escrow Agent.

The Indenture will contain certain limitations on the rights of the Trustee thereunder, should it become a creditor of the Issuers, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest (as provided in the Indenture) it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee or resign.

The Indenture will provide that the Holders of a majority in aggregate principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or the Notes Collateral Agent, subject to certain exceptions. The Indenture will provide that in case an Event of Default shall occur (which shall not be cured and which shall be actually known to a responsible officer the Trustee), the Trustee will be required, in the exercise of its rights and powers vested in it by the Indenture, to use the degree of care of a prudent person in the conduct of such person's own affairs. The Trustee and Notes Collateral Agent will be under no obligation to exercise any of their rights or powers under the Indenture at the request of any Holder of the Notes, unless such Holder shall have offered, and, if requested, provided, to the Trustee and Notes Collateral Agent security and indemnity satisfactory to the Trustee and Notes Collateral Agent, as the case may be, against any loss, liability or expense.

Governing Law

The Notes Documents will be governed by and construed in accordance with the laws of the State of New York.

Certain Compliance Calculations

Notwithstanding anything to the contrary herein, (i) if any incurrence-based financial ratios or tests (including, without limitation, any Total Net Leverage Ratio, Senior Secured First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio and/or Interest Coverage Ratio tests) ("*Financial Incurrence Tests*") would be satisfied in any subsequent fiscal quarter following the utilization of either (x) fixed baskets, exceptions or thresholds (including any related builder or grower component) that do not require compliance with a financial ratio or test ("*Fixed Amounts*") or (y) baskets, exceptions and thresholds that require compliance with a financial ratio or test (including, without limitation, any Total Net Leverage Ratio, Senior Secured First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio and/or Interest Coverage Ratio tests) (any such amounts, "*Incurrence-Based Amounts*"), then the reclassification of actions or transactions (or portions thereof), including the reclassification of utilization of any Fixed Amounts as incurred under any available Incurrence-Based Amounts, shall be deemed to have automatically occurred even if not elected by ParentCo (unless ParentCo otherwise determines) and (ii) in calculating any Incurrence-Based Amounts (including any Financial Incurrence Tests), any (x) amounts incurred under any revolving facility, (y) Indebtedness concurrently incurred to fund original issue discount and/or upfront fees and (z) amounts incurred, or transactions entered into or consummated, in reliance on a Fixed Amount in a concurrent transaction, a single transaction or a series of related transactions with the amount incurred, or transaction entered into or consummated, under the applicable Incurrence-Based Amount, in each case of the foregoing clauses (x), (y) and (z), shall not be given effect in calculating the applicable Incurrence-Based Amount (but giving Pro Forma Effect to all applicable and related transactions (including the use of proceeds of all Indebtedness to be incurred and any repayments, repurchases and redemptions of Indebtedness) and all other Pro Forma Adjustments). Notwithstanding anything to the contrary herein, with respect to any basket, threshold or other test that is determined by reference to the greater of (i) a fixed dollar amount (a "*Dollar Component*") and (ii) a grower basket measured as a percentage of Consolidated EBITDA (a "*Grower Component*"), if the Grower Component of any such basket, threshold or other test exceeds the applicable Dollar Component at any time, the Dollar Component shall be deemed to be increased to the highest amount of the Grower Component reached from time to time (which amount shall not be subsequently reduced as a result of any decrease in the Grower Component). For the avoidance of doubt, when calculating any leverage ratio in the Indenture, any cash proceeds of Indebtedness incurred in connection with such calculation shall reduce the numerator thereof to the extent such proceeds are not promptly applied.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. For purposes of the Indenture, unless otherwise specifically indicated, the term "consolidated" with respect to any Person refers to such Person on a consolidated basis in accordance with GAAP, but excluding from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person.

"*Acquired EBITDA*" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "*Pro Forma Entity*") for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity (determined as if references to ParentCo and the Restricted Subsidiaries in the definition of "Consolidated EBITDA" were references to such Pro Forma Entity and its subsidiaries that will become Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity.

"*Acquired Indebtedness*" means, with respect to any specified Person,

(1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging, consolidating or amalgamating with or into or becoming a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Acquisition*" means the acquisition and related transactions pursuant to the terms of the Acquisition Documents.

"*Acquisition Agreement*" means that certain Equity Interest Purchase Agreement (together with all exhibits, schedules, annexes and disclosure schedules thereto), dated as of February 20, 2024, among, *inter alios*, Trident Butterfly Investor, Inc., a Delaware corporation, Panther Blocker I, Inc., a Delaware corporation, Panther Blocker II, Inc., a Delaware corporation, the Truist Parties (as defined therein), the TIH and the other parties party thereto.

"*Acquisition Documents*" means the Acquisition Agreement, all other agreements to be entered into between or among Holdings, ParentCo, the Issuers or any of their respective Affiliates in connection with the Acquisition and all schedules, exhibits and annexes to each of the foregoing and all side letters, instruments and agreements affecting the terms of the foregoing or entered into in connection therewith.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"*Applicable Premium*" means, with respect to any Note being redeemed on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of such Note; and

(2) the excess, if any, of (a) the present value at such Redemption Date of (i) the redemption price of such Note at , 2027 (such redemption price being set forth in the table appearing above under the caption "Optional Redemption"), plus (ii) all required remaining scheduled interest payments due on such Note through , 2027 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over (b) the then outstanding principal amount of such Note.

The Issuers shall calculate or cause to be calculated the Applicable Premium and the Trustee shall have no duty to calculate or verify the Issuers' calculation of the Applicable Premium.

"*Asset Sale*" means:

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of ParentCo or any of its Restricted Subsidiaries (each referred to in this definition as a "disposition"); or

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary (other than Preferred Stock of Restricted Subsidiaries issued in compliance with the covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" or the issuance of directors' qualifying shares and shares issued to foreign nationals as required by applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(a) any disposition of (i) Cash Equivalents or Investment Grade Securities, (ii) obsolete, damaged, used, surplus or worn out property or equipment, whether now owned or hereafter acquired, in the ordinary course of business and dispositions of property no longer used or useful, or economically practicable to maintain, in the conduct of the business of ParentCo and any Restricted Subsidiary (including by ceasing to enforce, allowing the lapse, abandonment or invalidation of or discontinuing the use or maintenance of or putting into the public domain any intellectual property that is, in the reasonable judgment of ParentCo or the Restricted Subsidiaries, no longer used or useful, or economically practicable to maintain, or in respect of which ParentCo or any Restricted Subsidiary determines in its reasonable business judgment that such action or inaction is desirable) or (iii) any disposition of inventory, goods and other assets (including Settlement Assets) in the ordinary course of business or no longer used in the ordinary course of business and immaterial assets (considered in the aggregate and as reasonably determined by ParentCo in good faith, which determination shall be conclusive);

(b) the disposition of all or substantially all of the assets of ParentCo and its Restricted Subsidiaries in a manner permitted pursuant to the provisions of the covenant described under the caption "Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets" or any disposition that constitutes a Change of Control pursuant to the Indenture;

(c) the making of any Restricted Payment or Permitted Investment;

(d) any disposition of assets of ParentCo or any of its Restricted Subsidiaries or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of related transactions with an aggregate fair market value of less than the greater of (i) $235.52 million and (ii) 20% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis

(e) any disposition (i) of property or assets or issuance of securities by a Restricted Subsidiary of ParentCo to ParentCo or by ParentCo or a Restricted Subsidiary of ParentCo to another Restricted Subsidiary of ParentCo or (ii) to ParentCo or a Restricted Subsidiary constituting debt forgiveness;

(f) dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) an amount equal to net proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(g) leases, subleases, service agreements, product sales, licenses or sublicenses (including licenses and sublicenses of intellectual property or other intangible assets), in each case that do not materially interfere with the business of ParentCo and the Restricted Subsidiaries, taken as a whole;

(h) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary or any other disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary, an Immaterial Subsidiary or an entity that is not a Subsidiary;

(i) foreclosures, condemnation, expropriation or any similar action with respect to assets, other transfers of property subject to casualty events or the granting of Liens not prohibited by the Indenture;

(j) (i) any disposition of accounts receivable, any participations thereof, Receivables/Securitization Assets or related assets, in connection with any Receivables/Securitization Facility, (ii) dispositions or forgiveness of accounts receivable in connection with the collection or compromise thereof (including sales to factors or other third parties) or (iii) the sale or discount of inventory, accounts receivable or notes receivable in the ordinary course of business or the conversion of accounts receivable to notes receivable;

(k) any financing transaction with respect to property built or acquired by ParentCo or any Restricted Subsidiary after the Completion Date, including Sale and Lease-Back Transactions (and dispositions of property acquired by ParentCo or any of the Restricted Subsidiaries after the Completion Date pursuant to Sale and Lease-Back Transactions) and asset securitizations not prohibited by the Indenture;

(l) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims in the ordinary course of business;

(m) the unwinding or voluntary termination of any Hedging Obligations;

(n) any disposition in connection with the Transactions;

(o) dispositions of any assets (including Equity Interests) (A) acquired in connection with any acquisition or other Investment not prohibited by the Indenture, which assets are not used or useful to the core or principal business of ParentCo and the Restricted Subsidiaries or (B) made to obtain the approval of any applicable antitrust or other regulatory authority in connection with any acquisition or other Investment not prohibited by the Indenture;

(p) sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(q) failing to pursue or allowing any registrations or any applications for registration of any intellectual property rights to lapse or go abandoned in the ordinary course of business if, in the reasonable determination of ParentCo or a Restricted Subsidiary, such discontinuance is desirable in the conduct of the business of ParentCo and its Restricted Subsidiaries taken as a whole;

(r) dispositions of property acquired by ParentCo or any of the Restricted Subsidiaries pursuant to Sale and Leaseback Transactions;

(s) dispositions in connection with Permitted Liens, Permitted Intercompany Activities, Permitted Tax Restructuring and related transactions;

(t) an issuance of Capital Stock by a Restricted Subsidiary as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors of ParentCo;

(u) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than ParentCo or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets, made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(v) any sale of property or assets, if the acquisition of such property or assets was financed with Excluded Contributions and the proceeds of such sale are used to make a Restricted Payment pursuant to clause (10) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments"; and

(w) any disposition of property or assets that do not constitute Collateral.

In the event that a transaction (or any portion thereof) meets the criteria of a permitted Asset Sale and would also be a Permitted Investment or an Investment permitted under the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments," ParentCo, in its sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as an Asset Sale and/or one or more of the types of Permitted Investments or Investments permitted under the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments."

"*Asset Sale Offer*" has the meaning set forth in the fourth paragraph under the caption "Repurchase at the Option of Holders—Asset Sales", including any Advance Offer.

"*ASU*" means the Accounting Standards Update 2016-02, Leases (Topic 842) by the Financial Accounting Standards Board.

"*Available Investments Amount*" means, at any time, (i) the amount of Investments that may be made at the time of determination in reliance on clause (13) of the definition of Permitted Investments, *minus* (ii) the sum of (a) the amount of the Available Investments Amount utilized by ParentCo or any Restricted Subsidiary to make Restricted Payments in reliance on the covenant described in clause (11) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments" and (b) the amount of the Available Investments Amount utilized by ParentCo or any Restricted Subsidiary to make Restricted Debt Payments in reliance on clause (14) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments."

"*Available Restricted Debt Payments Amount*" means, at any time, (i) the amount of Restricted Debt Payments that may be made at the time of determination pursuant to the covenant described in clause (14) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments," minus (ii) the sum of (a) the amount of the Available Restricted Debt Payments Amount utilized by ParentCo or any Restricted Subsidiary to make Investments in reliance on clause (13) of the definition of Permitted Investments and (b) the amount of the Available Restricted Debt Payments Amount utilized by ParentCo or any Restricted Subsidiary to make Restricted Payments in reliance on the covenant described in clause (11) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments."

"*Available Restricted Payments Amount*" means, at any time, (i) the amount of Restricted Payments that may be made at the time of determination in reliance on clause (11) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments," minus (ii) the sum of (a) the amount of the Available Restricted Payments Amount utilized by ParentCo or any Restricted Subsidiary to make Investments in reliance on clause (13) of the definition of Permitted Investments and (b) the amount of the Available Restricted Payments Amount utilized by ParentCo or any Restricted Subsidiary to make Restricted Debt Payments in reliance on the covenant described in clause (14) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments."

"*Bank Products*" means any facilities or services related to cash management, including treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer and other cash management arrangements.

"*Board of Directors*" means, as to any Person, the board of directors or managers or other governing body, as applicable, of such Person or any direct or indirect parent of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any duly authorized committee thereof.

"*Business Day*" means each day which is not a Legal Holiday.

"*Business Successor*" means (a) any former Subsidiary of ParentCo and (b) any Person that, after the Completion Date, has acquired, merged or consolidated with a Subsidiary of ParentCo (that results in such Subsidiary ceasing to be a Subsidiary of ParentCo), or acquired (in one transaction or a series of transactions) all or substantially all of the property and assets or business of a Subsidiary or assets constituting a business unit, line of business or division of a Subsidiary of ParentCo.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock or shares in the capital of such corporation;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Capitalized Lease Obligations*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capitalized Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP; *provided* that all leases of such Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance on February 25, 2016 of the ASU shall continue to be accounted for as operating leases for purposes of all financial definitions and calculations for purposes of the Indenture (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in the financial statements to be delivered pursuant to the Indenture.

"*Capitalized Leases*" means all leases that have been or should be, in accordance with GAAP as in effect on the Completion Date, recorded as capitalized leases; *provided* that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP; *provided*, *further*, that all leases of such Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance on February 25, 2016 of the ASU shall continue to be accounted for as operating leases for purposes of the definition of "Indebtedness" for purposes of the Indenture (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in the financial statements to be delivered pursuant to the Indenture.

"*Capitalized Software Expenditures*" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by ParentCo and its Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of ParentCo and its Restricted Subsidiaries.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) (a) Canadian dollars, Yen, Swiss Francs, pounds sterling, euros or any national currency of any participating member state of the EMU or (b) in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(3) securities issued or directly and fully and unconditionally guaranteed or insured by the U.S. government or any agency or instrumentality thereof, Canada, Switzerland, a member of the European Union rated "A" (or the equivalent thereof) or better by S&P or Fitch and A2 (or the equivalent thereof) or better by Moody's, the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;

(4) certificates of deposit, time deposits and eurocurrency time deposits with maturities of 24 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 24 months and overnight bank deposits, in each case with any domestic or foreign commercial bank having capital and surplus of not less than $250.0 million in the case of U.S. banks or $100.0 million (or the U.S. dollar equivalent as of the date of determination) in the case of non-U.S. banks (any such bank being an "*Approved Bank*");

(5) repurchase obligations for underlying securities of the types described in clause (3), (4) or (7) entered into with any financial institution or recognized securities dealer meeting the qualifications specified in clause (4) above;

(6) commercial paper and variable or fixed rate notes rated at least P-2 by Moody's, at least A-2 by S&P or at least F2 by Fitch (or, if at any time none of Moody's, S&P or Fitch shall be rating such obligations, an equivalent rating from another Rating Agency) and in each case maturing within 24 months after the date of creation thereof;

(7) marketable short-term money market and similar securities having a rating of at least P2, A-2 or F2 from Moody's, S&P or Fitch, respectively (or, if at any time none of Moody's, S&P or Fitch

shall be rating such obligations, an equivalent rating from another Rating Agency) and in each case maturing within 24 months after the date of creation thereof;

(8) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision or taxing authority thereof or any instrumentality thereof having an Investment Grade Rating from Moody's, S&P or Fitch (or, if at any time none of Moody's, S&P or Fitch shall be rating such obligations, an equivalent rating from another Rating Agency) with maturities of 24 months or less from the date of acquisition;

(9) Indebtedness or Preferred Stock issued by Persons with a rating of "A" or higher from S&P or Fitch or "A2" or higher from Moody's (or, if at any time none of Moody's, S&P or Fitch shall be rating such obligations, an equivalent rating from another Rating Agency) with maturities of 24 months or less from the date of acquisition;

(10) readily marketable direct obligations issued by any foreign government or any political subdivision or public instrumentality thereof, in each case having an Investment Grade Rating from any of Moody's, S&P or Fitch (or, if at any time none of Moody's, S&P or Fitch shall be rating such obligations, an equivalent rating from another Rating Agency) with maturities of 24 months or less from the date of acquisition;

(11) Investments with average maturities of 24 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Fitch or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time none of Moody's, S&P or Fitch shall be rating such obligations, an equivalent rating from another Rating Agency);

(12) repurchase agreements entered into by any Person with an Approved Bank, a bank or trust company or recognized securities dealer, in each case, having capital and surplus in excess of $250.0 million or its equivalent for direct obligations issued by or fully guaranteed or insured by the government or any agency or instrumentality of (i) the United States, (ii) Canada, (iii) Switzerland or (iv) any member nation of the European Union rated A (or the equivalent thereof) or better by S&P or Fitch and A2 (or the equivalent thereof) or better by Moody's, in which such Person shall have a perfected first priority security interest (subject to no other Liens) or title to which shall have been transferred to such Person and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations;

(13) instruments equivalent to those referred to in clauses (1) through (12) above denominated in euros or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction;

(14) investments, classified in accordance with GAAP as current assets of ParentCo or any Subsidiary, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions having capital of at least $250.0 million or its equivalent, and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (1) through (13) of this definition;

(15) with respect to any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America, any State, commonwealth or territory thereof or the District of Columbia: (i) obligations of the national government of the country in which such Subsidiary maintains its chief executive office and principal place of business; provided that such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Subsidiary maintains its chief executive office and principal place of business; provided that such country is a member

of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof, from Moody's is at least "P-2" or the equivalent thereof or from Fitch is at least "F2" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 24 months from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank; and

(16) investment funds investing at least 90% of their assets in securities of the types described in clauses (1) through (15) above.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) or (2) above or the immediately preceding paragraph; *provided* that such amounts are converted into any currency set forth in clauses (1) or (2) above or the immediately preceding paragraph as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

In the case of Investments by any Foreign Subsidiary that is a Restricted Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (a) investments of the type and maturity described in clauses (1) through (16) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (b) other short term investments utilized by Foreign Subsidiaries that are Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (16) above.

For purposes of determining the maximum permissible maturity of any investments described in this definition, the maturity of any obligation is deemed to be the shortest of the following: (i) the stated maturity date; (ii) the weighted average life (for amortizing securities); (iii) the next interest rate reset for variable rate and auction-rate obligations; or (iv) the next put exercise date (for obligations with put features).

"*Cash Management Obligations*" means (a) obligations of Holdings, any Intermediate Parent, ParentCo or any Subsidiary in respect of any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and cash management services or any automated clearing house transfers of funds and (b) other obligations in respect of netting services, employee credit or purchase card programs and similar arrangements.

"CD&R" means Clayton, Dubilier & Rice, LLC, a Delaware limited liability company, and any successor in interest thereto, and any successor to its investment management business.

"*CD&R Expense Reimbursement Agreement*" means the Expense Reimbursement Agreement, dated on or about the Completion Date, by and among ParentCo and/or one or more Restricted Subsidiaries, on the one hand, and CD&R, on the other hand, pursuant to which CD&R shall be entitled to expense reimbursement and indemnification from ParentCo and/or any direct or indirect parent company of ParentCo and/or one or more of their respective Subsidiaries for certain consulting and other services.

"CD&R Investors" means, collectively, (i) Clayton, Dubilier & Rice Fund XII, L.P., a Cayman Islands exempted limited partnership, and any successor in interest thereto, (ii) Clayton, Dubilier & Rice Fund XII-A, L.P., a Cayman Islands exempted limited partnership, and any successor in interest thereto, (iii) Clayton, Dubilier & Rice Fund XII (Luxembourg), SCSp, a Luxembourg special limited partnership (société en commandite spéciale), and any successor in interest thereto, (iv) CD&R Advisor Fund XII, L.P., a Cayman Islands exempted limited partnership, and any successor in interest thereto, (v) CD&R Associates XII Co-Invest, L.P., a Cayman Islands exempted limited partnership, and any successor in interest thereto, (vi) CD&R Investment Associates XII, Ltd., a Cayman Islands exempted company, and any successor in interest thereto, (vii) CD&R Panther Holdings, L.P., and any successor in interest thereto, (viii) CD&R Associates XII, L.P., a Cayman Islands exempted limited partnership, and any successor in interest thereto, (ix) CD&R Associates XII (Luxembourg) GP, S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), and any successor in interest thereto, and (x) any Affiliate of any CD&R Investor identified in clauses (i) through (ix) of this definition.

"*CFC*" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"*Change of Control*" means the occurrence of any of the following:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of ParentCo and its Restricted Subsidiaries, taken as a whole, to any Person other than a Restricted Subsidiary or one or more Permitted Holders;

(2) ParentCo becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act, or any successor provision), other than one or more Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, amalgamation, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the Voting Stock of ParentCo other than in connection with any transaction or series of transactions in which ParentCo shall become a Wholly Owned Subsidiary of a parent entity of which no person or group, as noted above, holds 50% or more of the total voting power (other than a Permitted Holder); or

(3) the failure of ParentCo, directly or indirectly, to own all of the Capital Stock of at least one Issuer unless ParentCo has become an Issuer.

Notwithstanding the preceding or any provision of Section 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock (x) subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement or (y) as a result of veto, approval or similar rights in any joint venture agreement, shareholder agreement, investor rights agreement or other similar agreement, including any veto power in connection with the acquisition or disposition of Voting Stock, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of ParentCo owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred, (iii) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's parent entity (or related contractual rights) unless it owns 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent entity having a majority of the aggregate votes on the board of directors (or similar body) of such parent entity and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a beneficial owner.

For the purpose of the Indenture, so long as at the time of any Minority Business Disposition or any Minority Business Offering the Minority Business Disposition Condition is met, the Minority Business Assets shall not be deemed at any time to constitute all or substantially all of the assets of ParentCo and its Restricted Subsidiaries, and any sale or transfer of all or any part of the Minority Business Assets (whether directly or indirectly, whether by sale or transfer of any such assets, or of any Capital Stock or other interest in any Person holding such assets, or by merger or consolidation, or any combination thereof, and whether in one or more transactions, or otherwise, including any Minority Business Offering or any Minority Business Disposition) shall not be deemed at any time to constitute a sale or transfer of all or substantially all of the assets of ParentCo and its Restricted Subsidiaries.

"*Clearstream*" means Clearstream Banking S.A. and its successors.

"*Code*" means the United States Internal Revenue Code of 1986, as amended, or any successor thereto.

"*Collateral*" means all the assets and properties subject to the Liens created by the Collateral Documents.

"*Collateral Documents*" means, collectively, any security agreements (including, without limitation, the Notes Security Agreement), intellectual property security agreements, mortgages, collateral assignments, security agreement supplements, pledge agreements or any similar agreements, guarantees and each of the other agreements, instruments or documents that creates or purports to create a Lien or guarantee in favor of the Notes Collateral Agent for its benefit and the benefit of the Trustee and the Holders of the Notes in all or any portion of the Collateral, as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed from time to time.

"*Completion Date*" means the date of the Escrow Release.

"*Consolidated Cash Interest Expense*" means, as of any date for the applicable period ending on such date with respect to ParentCo and the Restricted Subsidiaries on a consolidated basis, the amount payable with respect to such period in respect of (a) total interest expense payable in cash with respect to all outstanding Indebtedness of ParentCo and the Restricted Subsidiaries including the interest component under Capitalized Leases, but excluding, to the extent included in interest expense, (i) fees and expenses (including any penalties and interest relating to taxes) associated with the consummation of the Transactions, (ii) annual agency fees paid to the administrative agents and collateral agents under any credit facilities or other debt instruments or documents, (iii) costs associated with obtaining Swap Agreements and any interest expense attributable to the movement of the mark-to-market valuation of obligations under Swap Agreements or other derivative instruments, and any one-time cash costs associated with breakage in respect of Swap Agreements for interest rates, (iv) fees and expenses (including any penalties and interest relating to taxes) associated with any Investment permitted by the covenant under the caption "Repurchase at the Option of Holders—Asset Sales," the issuance of Equity Interests or Indebtedness, (v) any interest component relating to accretion or accrual of discounted liabilities, (vi) all non-recurring cash interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, (vii) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses or expensing of any financing fees or prepayment or redemption premiums or penalty and any other amounts of non-cash interest (including as a result of the effects of acquisition method accounting or pushdown accounting), and (viii) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto and with respect to any Permitted Acquisition or other Investment, all as calculated on a consolidated basis in accordance with GAAP minus (b) cash interest income of ParentCo and the Restricted Subsidiaries earned during such period, in each case as determined in accordance with GAAP.

"*Consolidated Depreciation and Amortization Expense*" means with respect to any Person for any period, the total amount of depreciation and amortization expense for such period, including the amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses and Capitalized Software Expenditures of such Person and its Restricted Subsidiaries for such period (including such expense attributable to held-for-sale discontinued operations) determined on a consolidated basis and otherwise determined in accordance with GAAP.

"*Consolidated EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period,

(1) increased (without duplication) by the following, in each case, to the extent deducted (and not added back) in arriving at Consolidated Net Income of such Person for such period:

(a) taxes paid (including pursuant to any tax sharing arrangements) and provisions for taxes of such Person and its Restricted Subsidiaries, including, in each case federal, state, provincial, local, foreign, unitary, franchise, excise, property, withholding, use and similar taxes, including any penalties and interest, plus, without duplication, Tax Distributions paid or accrued during such period; *plus*

(b) Fixed Charges of such Person for such period (including (1) premium payments, debt discount, fees, charges and related expenses incurred in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, (2) the portion of rent expense with respect to such period under Capitalized Lease Obligations that is treated as interest expense in accordance with GAAP, (3) the implied interest component of synthetic leases with respect to such period, (4) net losses on Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains with respect to such obligations plus bank fees, (5) bank, unused line and letter of credit fees and costs of surety bonds in connection with financing activities, and (6) any commissions, discounts, yield and other fees and charges (including any interest expense) related to any Receivables/Securitization Facility, in each case, to the extent included in Fixed Charges), together with items excluded from the definition of "Consolidated Interest Expense" pursuant to clauses 1(o) through 1(y) thereof; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period; *plus*

(d) any expenses or charges (other than depreciation or amortization expense) related to any Equity Offering, Permitted Investment, Restricted Payment, acquisition, disposition, recapitalization or the incurrence of Indebtedness (and any amendment or modification to any such transaction) (including a refinancing thereof) (whether or not successful), including (i) all Transaction Costs, (ii) such fees, expenses, or charges related to the Notes Documents and any other credit facilities, or debt issuances and (iii) any amendment or other modification of indebtedness; *plus*

(e) restructuring charges, accruals or reserves (including restructuring and integration costs related to acquisitions and adjustments to existing reserves), integration and facilities opening costs or other business optimization expenses, one-time restructuring costs incurred in connection with acquisitions made after the Completion Date, project startup costs and costs related to the closure and/or consolidation of facilities, in each case, whether or not classified as restructuring expense on the consolidated financial statements; *plus*

(f) any other non-cash charges, including, without limitation, any write offs or write downs, reducing Consolidated Net Income for such period; provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period; *plus*

(g) the amount of any non-controlling interest expense consisting of income attributable to non-controlling interests of third parties in any non-Wholly Owned Subsidiary; *plus*

(h) the amount of board of directors fees and any management, monitoring, consulting, advisory fees and other fees (including termination and transaction fees), indemnities and related expenses paid, or accrued in such period, to (or on behalf of) any of the Investors (including any termination fees payable in connection with the early termination of management and monitoring agreements) to the extent otherwise permitted under the covenant described under the caption "Certain Covenants—Transactions with Affiliates"; *plus*

(i) (x) start-up fees, losses, costs, charges, expenses or payments incurred in the first twelve (12) months following the commitment to open a new facility with respect to the prospecting, opening, and organizing of any new facility (including, but not limited to, the cost of feasibility studies, staff-training and recruiting costs, advertising and marketing costs, rental or mortgage costs, compensation costs, insurance costs, travel costs and other employee related costs and expenses for employees engaged in such startup activities), (y) operating losses of new facilities (including, but not limited to, allocation of corporate overhead expenses) incurred in the first twelve (12) months following the opening of such new facility and (z) expenses relating to any remodeling costs attributable to any existing facility; *plus*

(j) the amount of losses on dispositions of Receivables/Securitization Assets and related assets incurred in connection with a Receivables/Securitization Facility; plus

(k) any costs or expense incurred by ParentCo or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, any severance agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are non-cash or otherwise funded with cash proceeds contributed to the capital of ParentCo or net cash proceeds of an issuance of Equity Interest of ParentCo (other than Disqualified Stock) solely to the extent that such net cash proceeds are excluded from the calculation set forth in clause (1)(b) of the first paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments" hereof; *plus*

(l) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of Financial Accounting Standards Codification No. 715, and any other items of a similar nature; *plus*

(m) operating expenses incurred on or prior to the Completion Date attributable to (A) salary obligations paid to employees terminated prior to the Completion Date and (B) wages paid to executives in excess of the amounts ParentCo and its Subsidiaries are required to pay pursuant to any employment agreements; *plus*

(n) any net loss from discontinued operations; *plus*

(o) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (3) below for any previous period and not added back; *plus*

(p) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period; *plus*

(q) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDA pursuant to clauses (3)(c) and (3)(d) below; *plus*

(r) the amount of expenses relating to payments made to option holders of any direct or indirect parent company of ParentCo or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of such Person or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution, in each case to the extent not prohibited under the Indenture; *plus*

(s) earn-out and contingent consideration obligations (including to the extent accounted for as bonuses or otherwise) and adjustments thereof and purchase price adjustments, in each case in connection with acquisitions or Investments; *plus*

(t) Public Company Costs; *plus*

(u) the difference between (x) rent expense calculated in accordance with GAAP and (y) the actual cash rent paid; *plus*

(v) the unamortized fees, costs and expenses paid in cash in connection with the repayment of Indebtedness to Persons that are not Affiliates of ParentCo or any of its Restricted Subsidiaries; *plus*

(w) the amount of any expenses, costs, fees, charges, losses, compensation, payments, bonuses, equity or similar programs (including Producer Stock Equity Programs) to reduce commissions, loan forgiveness, restrictive covenant release settlements and other like items related to hiring (including in connection with Producer Recruitments) and ramp-up of Producers and prospective Producers; *plus*

(x) interest and investment income (including on fiduciary funds and shareholder loans); *plus*

(2) without duplication,

(a) the amount of "run rate" cost savings, operating expense reductions, operating enhancements, revenue enhancements and synergies related to (i) the Transactions and/or (ii) any Specified Transaction, any restructuring, cost saving initiative or other initiative projected by ParentCo in good faith to be realized as a result of actions taken, committed to be taken or planned to be taken, in each case under clause (ii) on or prior to the date that is 36 months after the end of the relevant period (including actions initiated prior to the Completion Date) (which cost savings, operating expense reductions, operating enhancements, revenue enhancements and synergies shall be added to Consolidated EBITDA until fully realized and calculated on a Pro Forma Basis as though such cost savings, operating expense reductions, operating enhancements, revenue enhancements and synergies had been realized on the first day of the relevant period), net of the amount of actual benefits realized from such actions; *provided* that (A) such cost savings, operating expense reductions, operating enhancements, revenue enhancements and synergies are reasonably expected by ParentCo to occur and (B) no cost savings, operating expense reductions, operating enhancements, revenue enhancements or synergies shall be added pursuant to this clause (a) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions, operating enhancements, revenue enhancements or synergies that are included in any other clause of this definition or in the definition of "Pro Forma Adjustment" (it being understood and agreed that "run rate" shall mean the full recurring benefit that is associated with any action taken); *plus*

(b) adjustments, exclusions and add-backs (i) consistent with Regulation S-X, (ii) adjustments of the nature or type used in connection with the calculation of "Pro Forma Adjusted EBITDA" as set forth in "Summary—Summary Historical Consolidated Financial Information" contained in the Offering Memorandum and other adjustments of a similar nature to the foregoing and (iii) contained in any due diligence quality of earnings report from time to time prepared with respect to the target of an acquisition or Investment by a nationally recognized accounting firm; *plus*

(c) the amount of "run-rate" Consolidated EBITDA (calculated on a pre-tax basis) that is reasonably expected by ParentCo and projected by ParentCo in good faith to be derived from New Contracts (calculated on a Pro Forma Basis as though such Consolidated EBITDA had been realized on the first day of such period) within 36 months of the entry into such New Contract, net of the amount of actual earnings realized during such period from such New Contracts and without giving any benefit for any period after the termination of such New Contract; *plus*

(d) the net increase (which, for the avoidance of doubt, shall not be negative), if any, of the difference between: (i) the deferred revenue of such Person and its Restricted Subsidiaries as of the last day of such period and (ii) the deferred revenue of such Person and its Restricted Subsidiaries as of the first day of such period; *plus*

(e) the amount of contingent commissions (including with respect to profit interests) reasonably estimated by ParentCo in good faith that would have been received during such period from contingent commissions that would have been earned by any Person that did not previously have in place or had suspended a contingent commission contract or comparable arrangement; *plus*

(f) the amount of Producer EBITDA; *plus*

(g) the amount of "run-rate" Consolidated EBITDA that is reasonably expected by ParentCo and projected by ParentCo in good faith to be derived from any Person, property, business or asset to be acquired pursuant to an LOI Acquisition to the extent such transaction remains unclosed and unterminated during such period;

(3) decreased (without duplication) by the following, in each case, to the extent included in determining Consolidated Net Income of such Person for such period:

(a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; *plus*

(b) the amount of any non-controlling interest consisting of loss attributable to non-controlling interests of third parties in any non-Wholly Owned Subsidiaries; *plus*

(c) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income in such period; and

(d) any loss relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDA pursuant to clauses (1)(p) and (1)(q) above;

(4) increased by any income from investments recorded using the equity method of accounting or the cost method of accounting, without duplication and to the extent not included in arriving at Consolidated Net Income, except to the extent such income was attributable to income that would be deducted pursuant to clause (2) above if it were income of ParentCo or any of its Restricted Subsidiaries;

(5) decreased by any losses from investments recorded using the equity method of accounting or the cost method of accounting, without duplication and to the extent not deducted in arriving at Consolidated Net Income, except to the extent such loss was attributable to losses that would be added back pursuant to clause (1) above if it were a loss of ParentCo or any of its Restricted Subsidiaries;

(6) increased by an amount, with respect to investments recorded using the equity method of accounting or the cost method of accounting and without duplication of any amounts added pursuant to clause (4) above, equal to the amount attributable to each such investment that would be added to Consolidated EBITDA pursuant to clause (1) above if instead attributable to ParentCo or a Subsidiary, pro-rated according to ParentCo's or the applicable Subsidiary's percentage ownership in such investment;

(7) decreased by an amount, with respect to investments recorded using the equity method of accounting or the cost method of accounting and without duplication of any amounts deducted pursuant to clause (5) above, equal to the amount attributable to each such investment that would be deducted from Consolidated EBITDA pursuant to clause (2) above if instead attributable to ParentCo or a Subsidiary, pro-rated according to ParentCo's or the applicable Subsidiary's percentage ownership in such investment;

in each case, as determined on a consolidated basis for such Person in accordance with GAAP; *provided* that:

(I) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA currency translation gains and losses related to currency remeasurements of assets or liabilities (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances);

(II) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA for any period any adjustments resulting from the application of Financial Accounting Standards Codification No. 815;

(III) there shall be included in determining Consolidated EBITDA for any period, without duplication, (A) to the extent not included in Consolidated Net Income, the Acquired EBITDA of any Person, property, business or asset or attributable to any Person, property, business or asset acquired by ParentCo or any Restricted Subsidiary during such period (other than any Unrestricted Subsidiary) to the extent not subsequently sold, transferred or otherwise disposed of (but not including the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired) (each such Person, property, business or asset acquired, including pursuant to the Transactions or pursuant to a transaction consummated prior to the Completion Date, and not subsequently so disposed of, an "*Acquired Entity or Business*"), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "*Converted Restricted Subsidiary*"), in each case based on the Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined on a historical Pro Forma Basis and (B) an adjustment in respect of each Pro Forma Entity equal to the amount of the Pro Forma Adjustment with respect to such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined in good faith by ParentCo; *provided* that with respect to any determination to be made on a Pro Forma Basis, at the election of ParentCo, such Acquired EBITDA or such adjustment shall not be required to be included for any Pro Forma Entity to the extent the aggregate consideration paid in connection with the acquisition of such Acquired Entity or Business or the fair market value of such Converted Restricted Subsidiary, in the aggregate, is less than $500.0 million;

(IV) there shall be (A) to the extent included in Consolidated Net Income, excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations in accordance with GAAP (other than (x) if so classified on the basis that it is being held for sale unless such sale has actually occurred during such period and (y) for periods prior to the applicable sale, transfer or other disposition, if the Disposed EBITDA of such Person, property, business or asset is positive (i.e., if such Disposed EBITDA is negative, it shall be added back in determining Consolidated EBITDA for any period)) by ParentCo or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a "Sold Entity or Business"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "*Converted Unrestricted Subsidiary*"), in each case based on the Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical Pro Forma Basis and (B) to the extent not included in Consolidated Net Income, included in determining Consolidated EBITDA for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal); and

(V) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA any expense (or income) as a result of adjustments recorded to contingent consideration liabilities relating to the Transactions or any Permitted Acquisition (or other Investment not prohibited under the Indenture).

Notwithstanding the foregoing, Consolidated EBITDA shall be deemed to equal (a) $260.5 million for the fiscal quarter ended December 31, 2023, (b) $255.7 million for the fiscal quarter ended September 30, 2023, (c) $346.7 million for the fiscal quarter ended June 30, 2023 and (d) $314.7 million for the fiscal quarter ended March 31, 2023 (it being understood that such amounts are subject to adjustments, as and to the extent otherwise contemplated in the Indenture, in connection with any Pro Forma Adjustment or any calculation on a Pro Forma

Basis); *provided* that such amounts of Consolidated EBITDA for any such fiscal quarter shall be adjusted to include, without duplication, (x) amounts that would otherwise be included pursuant to clauses (1)(i) and/or (1)(w) of this definition and (y) any amounts that would otherwise be included pursuant to clause (2) of this definition.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, without duplication,

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (i) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (ii) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (iii) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (iv) the interest component of Capitalized Lease Obligations, and (v) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (o) all non-recurring cash interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, (p) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto and with respect to any Investment or Producer Recruitment, (q) any prepayment premium or penalty, (r) costs associated with obtaining Hedging Obligations and breakage costs in respect of Hedging Obligations related to interest rates, (s) any accretion of accrued interest on discounted liabilities (other than Indebtedness except to the extent arising from the application of purchase accounting), (t) penalties and interest relating to taxes, (u) accretion or accrual of discounted liabilities not constituting Indebtedness, (v) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization or purchase accounting, (w) any "additional interest" with respect to debt securities, (x) any amortization or expensing of bridge, commitment and other financing fees and (y) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Receivables/Securitization Facility); plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; less

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided*, *however*, that, without duplication,

(1) any extraordinary, non-recurring, unusual, special or infrequent gains or losses (less all fees and expenses relating thereto) or expenses (including the Transaction Costs or any multi-year strategic cost-saving initiatives, any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives and any accruals or reserves in respect of any extraordinary, non-recurring, unusual, special or infrequent items), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses (including related to new product introductions or Producer Recruitment), recruiting fees, restructuring charges, accruals or reserves (including restructuring and integration costs related to Producer Recruitment and acquisitions after the Completion Date and adjustments to existing reserves), whether or not classified as restructuring expense on the consolidated financial statements, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities, internal costs in respect of strategic initiatives and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities) shall be excluded;

(2) the cumulative effect of a change in accounting principles during such period shall be excluded;

(3) any income (loss) from disposed, abandoned or discontinued operations and any gains or losses on disposal of disposed, abandoned or discontinued operations shall be excluded (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of);

(4) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions, disposals or abandonments other than in the ordinary course of business, as determined in good faith by ParentCo, shall be excluded;

(5) the Net Income for such period of any Person that is an Unrestricted Subsidiary, or any Person that is not a Subsidiary or that is accounted for by the equity method of accounting, shall be excluded; provided that Consolidated Net Income of such other Person shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash or Cash Equivalents (or to the extent converted into cash or Cash Equivalents) to such other Person or a Restricted Subsidiary of such other Person by such Person in such period;

(6) solely for the purpose of determining the amount available for Restricted Payments under clause (1)(d) of the first paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments," the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, is otherwise restricted by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Senior Credit Facilities, the Notes or the Indenture and (c) restrictions specified in clause (s) of the covenant described under the caption "Certain Covenants—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries"; *provided* that Consolidated Net Income of ParentCo will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) or Cash Equivalents to ParentCo or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(7) effects of adjustments (including the effects of such adjustments pushed down to ParentCo and its Restricted Subsidiaries) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue, debt line items and other non-cash charges in such Person's consolidated financial statements pursuant to GAAP and related authoritative pronouncements resulting from the application of recapitalization, purchase or acquisition method accounting in relation to the Transactions or any consummated acquisition or Investment or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(8) any income (loss) from the early extinguishment or conversion of (a) Indebtedness, (b) Hedging Obligations or (c) other derivative instruments shall be excluded;

(9) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to goodwill and other intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded;

(10) (i) any non-cash compensation charge or expense, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs, (ii) income (loss) attributable to deferred compensation plans or trusts, (iii) any cash charges associated with the rollover, acceleration or payout of Equity Interests by management of ParentCo or any of its direct or indirect parent companies in connection with the Transactions and (iv) the

amount of any expense required to be recorded as compensation expense related to contingent transaction consideration shall be excluded;

(11) any fees, expenses (including any transaction or retention bonus or similar payment) or charges incurred during such period, or any amortization thereof for such period, in connection with any Producer Recruitment, acquisition, non-recurring costs to acquire equipment to the extent not capitalized in accordance with GAAP, Investment (including Investments in the form of Recruitment Notes and associated fees and expenses paid to recruiters in connection therewith), recapitalization, asset disposition, non-competition agreement, issuance, incurrence or repayment of Indebtedness (including such fees, expenses or charges related to the syndication and incurrence of Indebtedness, including the offering of the Notes and the Senior Credit Facilities), issuance of Equity Interests, refinancing transaction or amendment or modification of or waiver or consent relating to any debt instrument (including the obligations under this Indenture, the Notes and the Senior Credit Facilities) and including, in each case, without limitation, the Transaction Costs and any such transaction consummated prior to the Completion Date and any such transaction undertaken but not completed and any charges or non-recurring merger or amalgamation costs incurred during such period as a result of any such transaction, in each case whether or not successful (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with Financial Accounting Standards Codification No. 805 and gains or losses associated with Financial Accounting Standards Codification No. 460), shall be excluded;

(12) accruals and reserves that are established or adjusted as a result of the Transactions or an Investment not prohibited under the Indenture in accordance with GAAP (including any adjustment of estimated payouts on earn-outs) or changes as a result of the adoption or modification of accounting policies during such period shall be excluded;

(13) any expenses, charges, lost profits or losses that are covered by indemnification, insurance or other reimbursement provisions in connection with the Transactions, any Producer Recruitment, investment, acquisition or any sale, conveyance, transfer or other disposition of assets not prohibited under the Indenture, to the extent actually reimbursed, or, so long as ParentCo has made a determination that a reasonable basis exists for indemnification, insurance or reimbursement and only to the extent that such amount is (i) not denied by the applicable carrier (without any right of appeal thereof) within 180 days and (ii) in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days), shall be excluded;

(14) to the extent covered by insurance and actually reimbursed, or, so long as ParentCo has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is in fact reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 day period), expenses, charges or losses with respect to liability or casualty events or business interruption shall be excluded;

(15) any net pension costs or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of Financial Accounting Standards Codification Topic 712 “Compensation— Nonretirement Postemployment Benefits” and Financial Accounting Standards Codification Topic 715 “Compensation—Retirement Benefits,” and any other non-cash items of a similar nature, shall be excluded;

(16) any Transaction Costs shall be excluded;

(17) any income (loss) from Investments recorded using the equity method of accounting (but including any cash dividends or distributions actually received by ParentCo or any Restricted Subsidiary in respect of such investment) shall be excluded;

(18) the following items shall be excluded:

(a) any non-cash gain or loss (after any offset) attributable to the mark to market movement in the valuation of Hedging Obligations or other derivative instruments pursuant to Financial Accounting Standards Codification No. 815—Derivatives and Hedging or mark to market movement of other financial instruments pursuant to Financial Accounting Standards Codification No. 825—Financial Instruments shall be excluded; *provided* that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period,

(b) any non-cash gain or loss (after any offset) from currency translation and transaction gains or losses including those related to currency remeasurements of Indebtedness (including any net gain or loss resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances) any other monetary assets and liabilities; and

(19) any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures (*provided*, in each case, that the cash payment in respect thereof in such future period shall be subtracted from Consolidated Net Income for the period in which such cash payment was made) shall be excluded.

In addition, to the extent not already included in Consolidated Net Income, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include the amount of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any Producer Recruitment, acquisition or other Investment or any sale, conveyance, transfer or other disposition of any asset not prohibited under the Indenture.

Notwithstanding the foregoing, for the purpose of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments" only (other than clause (1)(d) of the first paragraph thereof), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by ParentCo and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from ParentCo and its Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by ParentCo or any of its Restricted Subsidiaries, any sale or other disposition of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under such covenant pursuant to clause (1)(d) thereof.

"*Consolidated Senior Secured First Lien Indebtedness*" means, as of any date of determination, the aggregate amount of Indebtedness of the Issuers and the Guarantors outstanding on such date that is not subordinated in right of payment to the Secured Obligations and that is secured by a Lien on the Collateral on an equal priority basis with Liens on the Collateral securing the Secured Obligations (for the avoidance of doubt, including the Secured Obligations but excluding any Capitalized Lease Obligations), determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of the acquisition method accounting in connection with the Transactions or any Permitted Acquisition (or other Investment not prohibited hereunder)) and, in all such cases, consisting only of such Indebtedness for borrowed money, drawn obligations under letters of credit that have not been reimbursed after five (5) Business Days and debt obligations evidenced by promissory notes or similar instruments, but excluding any obligations under or in respect of (A) any leases, (B) Receivables/Securitization Facilities, (C) any derivative transaction or any other Hedging Obligation and (D) cash management or related services, and excluding outstanding revolving loans used to finance working capital needs of ParentCo and its Subsidiaries (as reasonably determined by ParentCo, which determination shall be conclusive), minus the aggregate amount of cash and Cash Equivalents (in each case, free and clear of all liens, other than Liens permitted under the covenant described under the caption "Certain Covenants—Liens," including Permitted Liens), excluding cash and Cash Equivalents that are listed as "restricted" on the consolidated balance sheet of ParentCo and the Restricted Subsidiaries as of such date, but including, notwithstanding the foregoing, cash and Cash Equivalents so restricted by virtue of being subject to any Permitted Lien or to any Lien permitted under the covenant described under the caption "Certain Covenants— Liens" that secures the Secured Obligations (which Lien may also secure other Indebtedness secured on a pari passu basis with, or a junior lien basis to, the Secured Obligations).

"*Consolidated Senior Secured Indebtedness*" means, as of any date of determination, the aggregate amount of Indebtedness of the Issuers and the Guarantors outstanding on such date that is not subordinated in right of payment to the Secured Obligations and that is secured by a Lien on the Collateral (for the avoidance of doubt, including the Secured Obligations but excluding any Capitalized Lease Obligations), determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of the acquisition method accounting in connection with the Transactions or any Permitted Acquisition (or other Investment not prohibited hereunder)) and, in all such cases, consisting only of such Indebtedness for borrowed money, drawn obligations under letters of credit that have not been reimbursed after five (5) Business Days and debt obligations evidenced by promissory notes or similar instruments, but excluding any obligations under or in respect of (A) any leases, (B) Receivables/Securitization Facilities, (C) any derivative transaction or any other Hedging Obligation and (D) cash management or related services, and excluding outstanding revolving loans used to finance working capital needs of ParentCo and its Subsidiaries (as reasonably determined by ParentCo, which determination shall be conclusive), minus the aggregate amount of cash and Cash Equivalents (in each case, free and clear of all liens, other than Liens permitted under the covenant described under the caption "Certain Covenants—Liens"), excluding cash and Cash Equivalents that are listed as "restricted" on the consolidated balance sheet of ParentCo and the Restricted Subsidiaries as of such date, but including, notwithstanding the foregoing, cash and Cash Equivalents so restricted by virtue of being subject to any Permitted Lien or to any Lien permitted under the covenant described under the caption "Certain Covenants— Liens" that secures the Secured Obligations (which Lien may also secure other Indebtedness secured on a pari passu basis with, or a junior lien basis to, the Secured Obligations).

"*Consolidated Total Indebtedness*" means, as of any date of determination, the aggregate amount of Indebtedness of ParentCo and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of the acquisition method accounting in connection with the Transactions or any Permitted Acquisition (or other Investment not prohibited hereunder)) and, in all such cases, consisting only of such Indebtedness for borrowed money, drawn obligations under letters of credit that have not been reimbursed after five (5) Business Days and debt obligations evidenced by promissory notes or similar instruments, but excluding any obligations under or in respect of (A) any leases, (B) Receivables/Securitization Facilities, (C) any derivative transaction or any other Hedging Obligation and (D) cash management or related services, and excluding outstanding revolving loans used to finance working capital needs of ParentCo and its Subsidiaries (as reasonably determined by ParentCo, which determination shall be conclusive), minus the aggregate amount of cash and Cash Equivalents (in each case, free and clear of all liens, other than Liens permitted under the covenant described under the caption "Certain Covenants—Liens," including Permitted Liens), excluding cash and Cash Equivalents that are listed as "restricted" on the consolidated balance sheet of ParentCo and its Restricted Subsidiaries as of such date, but including, notwithstanding the foregoing, cash and Cash Equivalents so restricted by virtue of being subject to any Permitted Lien or to any Lien permitted under the covenant described under the caption "Certain Covenants—Liens" that secures the Secured Obligations (which Lien may also secure other Indebtedness secured on a pari passu basis with, or a junior lien basis to, the Secured Obligations).

"*Consolidated Working Capital*" means, at any date, the excess of (a) the sum of all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of ParentCo and the Restricted Subsidiaries at such date, excluding the current portion of deferred income taxes over (b) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of ParentCo and the Restricted Subsidiaries on such date, including deferred revenue but excluding, without duplication, (i) the current portion of any Funded Debt, (ii) all Indebtedness consisting of loans and obligations under letters of credit to the extent otherwise included therein and the Notes,(iii) the current portion of interest and (iv) the current portion of current and deferred income taxes; provided that, for purposes of calculating Excess Cash Flow, increases or decreases in working capital (A) arising from acquisitions or dispositions by ParentCo and the Restricted Subsidiaries shall be measured from the date on which such acquisition or disposition occurred until the first anniversary of such acquisition or disposition with respect to the Person subject to such acquisition or disposition and (B) shall exclude (I) the impact of non-cash adjustments contemplated in the

Excess Cash Flow calculation, (II) the impact of adjusting items in the definition of Consolidated Net Income and (III) any changes in current assets or current liabilities as a result of (x) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under hedging agreements or other derivative obligations, (y) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent or (z) the effects of acquisition method accounting.

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent.

"*Contract Consideration*" has the meaning assigned to such term in the definition of "Excess Cash Flow."

"*Controlled Investment Affiliate*" means, as to any Person, any other Person, other than any Investor, which directly or indirectly is in control of, is controlled by, or is under common control with such Person and is organized by such Person (or any Person controlling such Person) primarily for making direct or indirect equity or debt investments in ParentCo and/or other companies.

"*Credit Agreement Secured Parties*" means the First Lien Credit Facilities Collateral Agent and the holders of the First Lien Credit Facilities Obligations.

"*Credit Facilities*" means, with respect to ParentCo or any of its Restricted Subsidiaries, (a) one or more debt facilities or securities, including the Senior Credit Facilities, or other financing arrangements (including, without limitation, commercial paper facilities or indentures) providing for revolving credit loans, term loans, letters of credit or other long-term indebtedness, including any notes, securities, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and (b) any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture (including Additional Notes under the Indenture) that increases the amount permitted to be borrowed thereunder or alters the maturity thereof (*provided* that such increase in borrowings is permitted under covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock") or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

"*Customary Intercreditor Agreement*" has the meaning set forth in the First Lien Credit Facilities.

"*Declined Excess Proceeds*" means an amount equal to the sum of (1) the amount, if any, of Excess Proceeds, Advance Portion or other Net Proceeds from an Asset Sale declined by Holders of Notes in connection with any Asset Sale Offer and (2) Specified Asset Sale Proceeds.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"*Derivative Instrument*" with respect to a Person, means any contract, instrument or other right to receive payment or delivery of cash or other assets to which such Person or any Affiliate of such Person that is acting in concert with such Person in connection with such Person's investment in the Notes (other than a Screened Affiliate) is a party (whether or not requiring further performance by such Person), the value and/or cash flows of which (or any material portion thereof) are materially affected by the value and/or performance of the Notes and/or the creditworthiness of ParentCo and/or any one or more of the Guarantors (the "*Performance References*").

"*Designated Earlier Maturing Debt*" means (x) any Indebtedness incurred to consummate any Investment not prohibited by the Indenture and (y) any Indebtedness designated by ParentCo that has a maturity date earlier than the maturity date of the Notes and/or a shorter Weighted Average Life to Maturity than the then outstanding Notes; provided that at the time of any incurrence of such Indebtedness pursuant to this clause (y), the aggregate principal amount of all such Indebtedness shall not exceed the greater of (x) $2,355.2 million and (y) 200% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis.

"*Designated Non-cash Consideration*" means the fair market value of non-cash consideration received by ParentCo or any Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration by ParentCo or an Issuer, less the amount of cash or Cash Equivalents received in connection with a subsequent sale, redemption or repurchase of or collection or payment on such Designated Non-cash Consideration.

"*Designated Preferred Stock*" means Preferred Stock of ParentCo or an Issuer or any direct or indirect parent company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by ParentCo or any of its Subsidiaries) and is so designated as Designated Preferred Stock by ParentCo, an Issuer or the applicable parent corporation thereof, as the case may be, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (1) of the first paragraph of covenant described under the caption "Certain Covenants—Limitation on Restricted Payments."

"*Directing Holder*" has the meaning set forth in the second paragraph under the caption "Events of Default and Remedies."

"*Disinterested Director*" means, with respect to any Affiliate Transaction, a member of the board of directors (or other equivalent governing body) of ParentCo, or parent of ParentCo, as applicable, having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the board of directors (or other equivalent governing body) of ParentCo, or a parent of ParentCo, as applicable, shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of ParentCo, or a parent of ParentCo, or any options, warrants or other rights in respect of such Capital Stock.

"*Disposed EBITDA*" means, with respect to any Sold Entity or Business or Converted Unrestricted Subsidiary for any period through (but not after) the date of such disposition, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if references to ParentCo and the Restricted Subsidiaries in the definition of the term "Consolidated EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries or to such Converted Unrestricted Subsidiary and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the earlier of the maturity date of the Notes or the date the Notes are no longer outstanding; *provided*, *however*, that any Capital Stock held by any future, current or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates (excluding the Investors (but not excluding any future, current or former employee, director, officer, manager or consultant)) or Immediate Family Members), of ParentCo, any of its Subsidiaries, any of its direct or indirect parent companies or any other entity in which ParentCo or a Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the board of directors of ParentCo or an Issuer (or the compensation committee thereof), in each case pursuant to any stock subscription or shareholders' agreement, management equity plan or stock option plan or any other management or employee benefit plan or agreement shall not constitute Disqualified Stock solely because it may be required to be repurchased by ParentCo or any Restricted Subsidiary or in order to satisfy applicable statutory or regulatory obligations. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require ParentCo or an Issuer to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) provide that ParentCo or such Issuer may not repurchase or redeem any such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) pursuant to such provisions unless such repurchase or redemption complies with the terms of the Indenture. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the Indenture will be the maximum amount that ParentCo and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"*Domestic Subsidiary*" means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia.

"*Domestic Foreign Holdco*" means any Subsidiary substantially all of whose assets (directly and/or indirectly through one or more Subsidiaries) are capital stock (and, if applicable, debt) of one or more Subsidiaries that are CFCs and/or other Domestic Foreign Holdcos.

"*EMU*" means economic and monetary union as contemplated in the Treaty on European Union.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"*Equity Offering*" means any public or private sale of common stock or Preferred Stock of ParentCo or any of its direct or indirect parent companies (excluding Disqualified Stock), other than:

(1) public offerings with respect to ParentCo's or any direct or indirect parent company's common stock registered on Form S-8;

(2) issuances to any Subsidiary of ParentCo; and

(3) any such public or private sale that constitutes an Excluded Contribution or a Contributed Holdings Investment.

"*Escrow Account*" has the meaning set forth in the first paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrow Agent*" has the meaning set forth in the first paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrow Agreement*" has the meaning set forth in the first paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrow Conditions*" has the meaning set forth in the fifth paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrow Outside Date*" has the meaning set forth in the fifth paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrow Release*" has the meaning set forth in the fifth paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrow Release Officer's Certificate*" has the meaning set forth in the fifth paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*Escrowed Property*" has the meaning set forth in the third paragraph under the caption "Escrow of Proceeds; Special Mandatory Redemption."

"*euro*" means the single currency of participating member states of the EMU.

"*Euroclear*" means Euroclear Bank SA/NV and its successors, as operator of the Euroclear System.

"*European Union*" means all members of the European Union as of January 1, 2004.

"*Event of Default*" has the meaning set forth under the caption "Events of Default and Remedies."

"*Excess Cash Flow*" means, for any period, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income for such period;

(ii) an amount equal to the amount of all Non-Cash Charges to the extent deducted in arriving at such Consolidated Net Income;

(iii) decreases in Consolidated Working Capital and long-term accounts receivable for such period (other than decreases relating to dispositions made in reliance on clause (j) of the definition of "Asset Sale"); and

(iv) an amount equal to the aggregate net non-cash loss on dispositions by ParentCo and the Restricted Subsidiaries during such period (other than dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income, less:

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income (including any amounts included in Consolidated Net Income of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other Investment or any disposition of any asset not prohibited under the Indenture to the extent such amounts are due but not received during such period) and cash charges included in clauses (1), (2), (8), (10), (11), (12), (16) and (17) of the definition of "Consolidated Net Income" (other than cash charges in respect of Transaction Costs paid on or about the Completion Date to the extent financed with the proceeds of Indebtedness incurred on the Completion Date or an equity investment on the Completion Date);

(ii) without duplication of amounts deducted pursuant to clause (xii) below in prior fiscal years, the amount of capital expenditures (including Capitalized Software Expenditures and purchases of intellectual property) made in cash or accrued during such period, except to the extent that such capital expenditures were financed with the proceeds of long-term Indebtedness of ParentCo or the Restricted Subsidiaries (other than revolving loans and Indebtedness that has been repaid);

(iii) the aggregate amount of all principal payments of Indebtedness (including (1) the principal component of payments in respect of Capitalized Leases and (2) the amount of any mandatory prepayment of loans to the extent required due to a disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase, but excluding all other prepayments of term loans and all prepayments of revolving loans) made during such period, other than (A) in respect of any revolving credit facility except to the extent there is an equivalent permanent reduction in commitments thereunder and (B) to the extent financed with the proceeds of other Indebtedness of ParentCo or the Restricted Subsidiaries;

(iv) an amount equal to the aggregate net non-cash gain on dispositions by ParentCo and the Restricted Subsidiaries during such period (other than dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income;

(v) increases in Consolidated Working Capital and long-term accounts receivable for such period;

(vi) cash payments by ParentCo and the Restricted Subsidiaries during such period in respect of long-term liabilities of ParentCo and the Restricted Subsidiaries other than Indebtedness;

(vii) without duplication of amounts deducted pursuant to clause (xii) below in prior fiscal years, the amount of Investments (other than Investments in Permitted Investments) and acquisitions not prohibited by the Indenture, except to the extent that such Investments and acquisitions were financed with the proceeds of long-term Indebtedness of ParentCo or the Restricted Subsidiaries (other than revolving loans and Indebtedness that has been repaid);

(viii) the amount of dividends and other Restricted Payments (including the amount of Tax Distributions made by ParentCo to the extent not deducted in arriving at Consolidated Net Income) paid in cash during such period, except to the extent that such dividends and Restricted Payments were financed with the proceeds of long-term Indebtedness of ParentCo or the Restricted Subsidiaries (other than revolving loans and Indebtedness that has been repaid);

(ix) the aggregate amount of payments and expenditures actually made by ParentCo and the Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such payments and expenditures are not expensed during such period;

(x) cash payments by ParentCo and the Restricted Subsidiaries during such period in respect of Non-Cash Charges included in the calculation of Consolidated Net Income in any prior period;

(xi) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by ParentCo and the Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness;

(xii) at the option of ParentCo, and without duplication of amounts deducted in prior periods, (A) the aggregate consideration required to be paid in cash by ParentCo or any of the Restricted Subsidiaries pursuant to binding contracts, commitments, letters of intent or purchase orders (the “Contract Consideration”), in each case, entered into prior to or during such period and (B) the aggregate amount of cash that is reasonably expected to be paid in respect of planned cash expenditures by ParentCo or any of the Restricted Subsidiaries (the “Planned Expenditures”), in the case of each of clauses (A) and (B), relating to Permitted Acquisitions, other Investments (other than Investments in Permitted Investments), capital expenditures (including Capitalized Software Expenditures or other purchases of intellectual property) or Restricted Payments to be consummated or made during a subsequent period; provided, that to the extent the aggregate amount of cash actually utilized to finance such Permitted Acquisitions, Investments, capital expenditures or Restricted Payments during such subsequent period (excluding any cash from the proceeds of long-term Indebtedness of ParentCo or the Restricted Subsidiaries (other than revolving loans and Indebtedness that has been repaid)) is less than the Contract Consideration and Planned Expenditures, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such subsequent period;

(xiii) the amount of cash payments made in such period to the extent they exceed the amount of rent payments deducted in determining Consolidated Net Income for such period; and

(xiv) the amount of taxes (including penalties and interest) paid in cash and/or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period.

"*Excess Proceeds*" has the meaning set forth in the third paragraph under the caption "Repurchase at the Option of Holders—Asset Sales."

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"*Excluded Assets*" means (a) any fee-owned real property, all leasehold (including ground lease) interests in real property and any fixtures related to the foregoing (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (b) motor vehicles and other assets subject to certificates of title except to the extent a security interest therein may be perfected by the filing of a UCC-1 financing statement, (c) letter-of-credit rights (except to the extent a security interest therein can be perfected with the filing of a UCC-1 financing statement), (d) commercial tort claims with a value of less than $250 million, and commercial tort claims for which (and only for so long as) no complaint or counterclaim has been filed in a court of competent jurisdiction, (e) Excluded Equity Interests, (f) any lease, license, sublicense, contract, other agreement, or any property subject to a purchase money security interest or similar arrangement not prohibited by the Indenture, to the extent and for so long as, the grant of a security interest therein (i) would require the consent of a third party other than any Issuer or Guarantor (unless such consent has been received), or (ii) violates or invalidates, constitutes a breach of or a default under, or creates a right of termination in favor of any other party thereto (other than any Issuer or Guarantor) to, such lease, contract, license, sublicense, other agreement or document, in each case of (i) or (ii) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction, (g) any asset of a Subsidiary subject to a Lien permitted by clause (8) of the definition of the term "Permitted Liens", in each case if, to the extent and for so long as the grant of a Lien on such asset to secure the Secured Obligations is prohibited by any agreement permitted under the Indenture pursuant to which such Lien has been created so long as such prohibition is not created in contemplation of the transactions described in clause (8) of the definition of the term "Permitted Liens" (after giving effect to the applicable anti-assignment provisions in the Uniform Commercial Code of any applicable jurisdiction), (h) any (i) intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act and (ii) any other intellectual property in any jurisdiction where the grant, attachment or enforcement of a Lien thereon would cause the invalidation or abandonment, or result in the voiding, of such intellectual property under applicable law, (i) any asset of a Subsidiary if, to the extent and for so long as the grant of a Lien on such asset to secure the Secured Obligations is (i) prohibited by any requirements of law, any permitted contractual obligation disclosed in writing to the Notes Collateral Agent and binding on such asset on the Completion Date (or, if later, the date of acquisition of such asset, or the date a Person that owns such assets becomes a Guarantor, so long as any such prohibition is not created in contemplation of such acquisition or of such Person becoming a Guarantor) or any permitted agreement with any Governmental Authority binding on such asset (in each case, after giving effect to the applicable anti-assignment provisions in the Uniform Commercial Code of any applicable jurisdiction) or (ii) would require the consent, approval, license or authorization from any Governmental Authority or regulatory authority, unless such consent, approval, license or authorization has been received (after giving effect to the applicable anti-assignment provisions in the Uniform Commercial Code of any applicable jurisdiction), (j) margin stock (within the meaning of Regulation U of the Board of Governors, as in effect from time to time), (k) Receivables/Securitization Assets, (l) any deposit account or securities account that is used solely as a pension fund, escrow (including, without limitation, any escrow accounts for the benefit of customers), trust, or similar account, in each case, for the benefit of third parties, (m) assets to the extent a security interest in such assets would result in material adverse tax consequences to ParentCo (or, if applicable, the common parent of ParentCo's consolidated group for applicable income tax purposes) and its Subsidiaries as reasonably determined by ParentCo in consultation with the First Lien Credit Facilities Collateral Agent with respect to the corresponding requirement in the First Lien Credit Facilities (n) any assets with respect to which, in the reasonable judgment of ParentCo and the First Lien Credit Facilities Collateral Agent with respect to the corresponding requirement in the First Lien Credit Facilities (as agreed to in writing), the cost, burden, difficulty or other consequences (including adverse tax consequences) of pledging such assets or perfecting a security interest therein shall be excessive in view of the benefits to be obtained by the lenders therefrom and (o) cash and cash equivalents, deposit accounts, commodities accounts and securities accounts (including securities entitlements and related assets) except to the extent constituting proceeds of Collateral; *provided*, *however*, that Excluded Assets shall not include any proceeds, substitutions or replacements of any

Excluded Assets referred to in clauses (a) through (o) (unless such proceeds, substitutions or replacements would independently constitute Excluded Assets referred to in clauses (a) through (o)).

"*Excluded Contribution*" means net cash proceeds, marketable securities or Qualified Proceeds received by ParentCo from:

(1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of ParentCo or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of ParentCo) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of ParentCo,

in each case designated as Excluded Contributions by ParentCo, which are excluded from the calculation set forth in clause (1) of the first paragraph of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments."

"*Excluded Equity Interests*" shall mean, (a) any of the outstanding voting Equity Interests or other voting ownership interests of any Subsidiary that is a CFC or Domestic Foreign Holdco in excess of 65% of all the voting Equity Interests or other voting ownership interests of such CFC or Domestic Foreign Holdco designated as having voting power, (b) any equity or other voting ownership interests in any Subsidiary that is not a first tier Subsidiary of ParentCo, any Issuer or a Subsidiary Guarantor, (c) any Equity Interests to the extent the pledge thereof would be prohibited or limited by any applicable requirement of law existing on the date hereof or on the date such Equity Interests are acquired by ParentCo, any Issuer or other Grantor or on the date the issuer of such Equity Interests is created other than to the extent that any such prohibition would be rendered ineffective pursuant to the applicable anti-assignment provisions in the Uniform Commercial Code of any applicable jurisdiction, (d) the Equity Interests of any non-Wholly Owned Subsidiary, (e) the Equity Interests of any Unrestricted Subsidiaries, broker-dealers, banks or trust companies, special purpose securitization vehicles (including any Receivables/Securitization Subsidiaries) or other special purpose subsidiary and (f) the Equity Interests of any Immaterial Subsidiaries except to the extent a security interest can be perfected with the filing of a UCC-1 financing statement.

"*Excluded Subsidiary*" has the meaning set forth in Section 1.01 of the credit agreement that will govern the First Lien Credit Facilities, as applied mutatis mutandis with respect to the Notes in good faith by ParentCo.

"*fair market value*" means, with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time taking into account the nature and characteristics of such asset, as reasonably determined by ParentCo in good faith (which determination shall be conclusive).

"*First Lien Credit Facilities*" means, collectively, the term and revolving credit facilities under the credit agreement (the "*First Lien Credit Agreement*") to be entered into on or about the Completion Date by and among ParentCo, the lenders party thereto in their capacities as lenders thereunder and JPMorgan Chase Bank, N.A., as "Administrative Agent," including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings thereof and any indentures, guarantees, credit facilities or commercial paper facilities that replace, refund, exchange or refinance (or successively replace, refund, exchange or refinance) any part of the loans, notes, guarantees, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture (or successive replacement, refunding, exchange or refinancing facility or indenture) that increases the amount borrowable thereunder or alters the maturity thereof; *provided* that such increase in borrowings is permitted under the covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "Certain Covenants—Liens" above.

"*First Lien Credit Facilities Collateral Agent*" means JP Morgan Chase Bank, N.A., together with its successors and assigns.

"*First Lien Credit Facilities Obligations*" means any Indebtedness or other Obligations under the First Lien Credit Facilities.

"*First Lien/Second Lien Intercreditor Agreement*" means the first/second lien intercreditor agreement, dated as of the Completion Date, among, *inter alios*, ParentCo, the Issuers, the Guarantors party thereto, the Notes Collateral Agent, the First Lien Credit Facilities Collateral Agent and the Second Lien Credit Facility Collateral Agent.

"*Fitch*" means Fitch Ratings Inc., and any successor to its rating agency business.

"*Fixed Charges*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Restricted Subsidiary during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"*Foreign Subsidiary*" means any Subsidiary that is not a Domestic Subsidiary.

"*Funded Debt*" means all Indebtedness of ParentCo and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date.

"*GAAP*" means generally accepted accounting principles in the United States of America, as in effect from time to time; *provided, however*, that if (x) ParentCo notifies the Trustee that ParentCo requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Completion Date in GAAP or in the application thereof on the operation of such provision, or (y) ParentCo notifies the Trustee that it elects to disregard any change in GAAP after the Completion Date in calculating its financial baskets, thresholds and ratios hereunder, regardless of whether any such notice described in clause (x) or (y) above, as applicable, is given before or after such change in GAAP or in the application thereof, then (in the case of clauses (x) and (y)), such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective, or such change in GAAP shall be disregarded in calculating ParentCo's financial baskets, thresholds and ratios hereunder, as applicable, in each case until such notice shall have been withdrawn or (solely in the case of clause (x)) such provision amended in accordance herewith. Notwithstanding any other provision contained herein, (a) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under FASB Accounting Standards Codification 825-Financial Instruments, or any successor thereto (including pursuant to the FASB Accounting Standards Codification), to value any Indebtedness of any subsidiary at "fair value," as defined therein and (b) the amount of any Indebtedness under GAAP with respect to Capitalized Lease Obligations shall be determined in accordance with the definition of Capitalized Lease Obligations.

"*Government Securities*" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"*Governmental Authority*" means the government of the United States of America, any other nation or any political subdivision thereof, whether federal, state, provincial, territorial, local or otherwise, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or the European Central Bank).

"*Grantors*" means the Issuer, the Guarantors and any future Guarantor that becomes a party to the Notes Security Agreement.

"*Guarantee*" means the guarantee by any Guarantor of the Issuer's Obligations under the Indenture.

"*guarantee*" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other monetary obligations.

"*Guarantor*" means Holdings, ParentCo, any Intermediate Parent and each Restricted Subsidiary that Guarantees the Notes in accordance with the terms of the Indenture.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under any Swap Agreement.

"*Holder*" means the Person in whose name a Note is registered on the registrar's books.

"*Immaterial Subsidiary*" means, at any date of determination, each Restricted Subsidiary that (i) has not guaranteed any other Indebtedness of any Issuer or any Guarantor and (ii) has Total Assets and revenues of less than 5.0% of Total Assets and, together with all other Immaterial Subsidiaries (as determined in accordance with GAAP), has Total Assets and revenues of less than 10.0% of Total Assets, in each case, measured at the end of the most recent Test Period revenues on a Pro Forma Basis giving effect to any acquisitions or dispositions of companies, division or lines of business since such balance sheet date or the start of such four quarter period, as applicable, and on or prior to the date of acquisition of such Subsidiary.

"*Immediate Family Members*" means, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"*Indebtedness*" means, with respect to any Person, without duplication:

(1) any indebtedness (including principal and premium) of such Person, whether or not contingent:

(a) in respect of borrowed money;

(b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof);

(c) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor and (ii) any earn-out or holdback obligations until, after 30 days of becoming due and payable, has not been paid and such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and any purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller; or

(d) representing any Hedging Obligations;

if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (1) of a third Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business; *provided* that the amount of Indebtedness of any Person for purposes of this clause (2) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith; and

(3) to the extent not otherwise included, the obligations of the type referred to in clause (1) of a third Person secured by a Lien on any asset owned by such first Person, whether or not such Indebtedness is assumed by such first Person;

provided, however, that notwithstanding the foregoing, Indebtedness shall be deemed not to include (a) Contingent Obligations incurred in the ordinary course of business, (b) obligations under or in respect of Receivables/Securitization Facilities, (c) Indebtedness of any parent of ParentCo appearing on the balance sheet of ParentCo, or solely by reason of push down accounting under GAAP, (d) intercompany liabilities arising from their cash management, tax, and accounting operations, (e) intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business, (f) [reserved], (g) accrued obligations in the ordinary course of business, (h) royalty payments made in the ordinary course of business, (i) any accruals for payroll and other non-interest bearing liabilities in the ordinary course of business, (j) deferred rent obligations, taxes and compensation, (k) customary payables with respect to money orders or wire transfers, (l) customary obligations under employment agreements, (m) leases that would not be classified as Capitalized Lease Obligations or (n) amounts owed to dissenting stockholders (including in connection with, or as a result of, exercise of dissenters' or appraisal rights and the settlement of any claims or action (whether actual, contingent or potential)), pursuant to or in connection with a sale or consolidation, amalgamation, merger or transfer of assets or other transaction not prohibited by the covenant described under "—Merger, consolidation, or sale of all or substantially all assets."

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing that is, in the good faith judgment of the Issuers, qualified to perform the task for which it has been engaged.

"*Initial Purchasers*" means the persons named as initial purchasers in the Purchase Agreement, dated March , 2024.

"*Interest Coverage Ratio*" means, as of any date of determination, the ratio, on a Pro Forma Basis, of (a) Consolidated EBITDA for the most recently ended Test Period as of such date to (b) Consolidated Cash Interest Expense for the most recently ended Test Period as of such date.

"*Intermediate Parent*" means any Wholly-Owned Subsidiary of Holdings that is organized under the laws of the United States, any state thereof or the District of Columbia and of which ParentCo is a subsidiary.

"*Investment Grade Rating*" means a rating equal to or higher than (x) Baa3 (or the equivalent) by Moody's, (y) BBB- (or the equivalent) by S&P or (z) a rating of "BBB-" (or the equivalent) by Fitch, as applicable, or if the Notes are not then rated by Moody's, S&P or Fitch, an equivalent rating by any other Rating Agency.

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among ParentCo and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States of America customarily utilized for high quality investments.

"*Investments*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, credit card and debit card receivables, trade credit, advances to customers and distributors, commission, travel and similar advances to employees, directors, officers, managers, distributors and consultants in each case made in the ordinary course of business and excluding, in the case of ParentCo and its Subsidiaries, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of ParentCo in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property; *provided* that endorsements of negotiable instruments and documents in the ordinary course of business will not be deemed to be an Investment.

For purposes of the definition of "Unrestricted Subsidiary" and the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments:"

(1) "Investments" shall include the portion (proportionate to ParentCo's direct or indirect equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of ParentCo at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, ParentCo or the applicable Restricted Subsidiary shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(a) ParentCo's "Investment" in such Subsidiary at the time of such redesignation; less

(b) the portion (proportionate to ParentCo's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by ParentCo or any Issuer.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash or other property by ParentCo or a Restricted Subsidiary in respect of such Investment.

Notwithstanding anything to the contrary herein, in no event shall Producer Recruitments be deemed an Investment.

"*Investor Expense Reimbursement Agreements*" means, collectively, (i) the Stone Point Expense Reimbursement Agreement, (ii) the CD&R Expense Reimbursement Agreement, and (iii) any agreement primarily providing for expense reimbursement and/or indemnification for the benefit of any Investor attributable to management, consulting, advisory or monitoring services provided to, and/or the ownership or operation of, ParentCo and the Restricted Subsidiaries, in each case, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof.

"*Investors*" means collectively, (a) Stone Point, (b) CD&R and the CD&R Investors, (c) Mubadala, (d) Viggo and (e) each of their respective Affiliates and any funds, partnerships or other investment vehicles managed, sponsored or advised, or directly or indirectly controlled, by any of the foregoing, but not including, however, any portfolio companies of the foregoing.

"*IPO*" means (x) the issuance, sale or listing of common Equity Interests of an IPO Entity pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with an underwritten or secondary public offering or otherwise) or (y) the purchase or other acquisition, by merger, consolidation or otherwise, of a majority of Equity Interests of ParentCo or any Parent Entity by any publicly traded special purpose acquisition company, targeted acquisition company or any entity similar to the following (or any subsidiary thereof), in each case such that the Equity Interests of such IPO Entity or such other entity are listed on a nationally-recognized securities exchange.

"*IPO Entity*" means, at any time upon and after an IPO, either Holdings, ParentCo, any Parent Entity, an Intermediate Parent or an entity formed or designated for the purpose of facilitating an issuance or sale of common Equity Interests (which represent an indirect economic and/or voting interest in ParentCo and through which investors shall indirectly hold their Equity Interests in ParentCo), as the case may be, the Equity Interests of which were (x) issued or otherwise sold in a transaction described in clause (x) of the definition of "IPO" or (y) purchased or otherwise acquired, by merger, consolidated or otherwise, in a transaction described in clause (y) of the definition of "IPO"; *provided* that, immediately following the IPO, unless ParentCo is the IPO Entity, such IPO Entity owns or controls, directly or through its subsidiaries, substantially all the businesses and assets owned or conducted, directly or indirectly, by ParentCo immediately prior to the IPO.

"*Issue Date*" means   , 2024.

"*Junior Capital*" means, collectively, any Indebtedness of ParentCo, any of its direct or indirect parent companies, any Issuer or the IPO Entity that (i) is not secured by any asset of ParentCo or any Restricted Subsidiary, (ii) is expressly subordinated to the prior payment in full of the Notes Obligations hereunder on terms consistent with those for senior subordinated high yield debt securities issued by U.S. companies sponsored by any Investor (as reasonably determined by ParentCo in good faith, which determination shall be conclusive), (iii) does not mature earlier than, and does not provide for scheduled payments of principal prior to, the date that is 91 days after the maturity date of the Notes (other than through conversion or exchange of any such Indebtedness for Equity Interests (other than Disqualified Stock) of ParentCo, any of its direct or indirect parent companies or the IPO Entity or any Unrestricted Subsidiary or other Junior Capital), (iv) has no mandatory redemption or prepayment obligations other than (a) obligations that are subject to the prior payment in full in cash of the Notes and (b) pursuant to an escrow or similar arrangement with respect to the proceeds of such Junior Capital and (v) does not require the payment of cash interest until the date that is 91 days after the maturity date of the Notes.

"*Junior Lien Priority*" means Indebtedness that is secured by a Lien on the Collateral that is junior in priority to the Liens on the Collateral securing the Obligations under the Notes and is subject to an intercreditor agreement (it being understood that junior Liens are not required to rank equally and ratably with other junior Liens, and that Indebtedness secured by junior Liens may be secured by Liens that are senior in priority to, or rank equally and ratably with, or junior in priority to, other Liens constituting junior Liens).

"*Legal Holiday*" means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York or in the place of payment.

"*Lien*" means any mortgage, pledge, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any Capitalized Lease having substantially the same economic effect as any of the foregoing); *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"*Limited Condition Transaction*" means (a) any acquisition (including by way of merger), Investment, Asset Sale (or disposition or issuance excluded from such definition), Restricted Payment requiring declaration (as determined by ParentCo, which determination shall be conclusive) in advance thereof or other transaction by ParentCo or one or more of the Restricted Subsidiaries not prohibited under the Indenture whose consummation is not conditioned upon the availability of, or on obtaining, third party financing (or, if such a condition does exist, ParentCo or any Restricted Subsidiary, as applicable, would be required to pay any fee, liquidated damages or other amount or be subject to any indemnity, claim or other liability as a result of such third party financing not having been available or obtained) or (b) any prepayment, repurchase or redemption of Indebtedness requiring irrevocable notice in advance of such prepayment, repurchase or redemption.

"*LOI Acquisition*" means an unclosed and unterminated transaction to acquire any Person, property, business or asset with respect to which a letter of intent or purchase agreement has been executed.

"*Long Derivative Instrument*" means a Derivative Instrument (i) the value of which generally increases, and/or the payment or delivery obligations under which generally decrease, with positive changes to the Performance References and/or (ii) the value of which generally decreases, and/or the payment or delivery obligations under which generally increase, with negative changes to the Performance References.

"*Market Capitalization*" means an amount equal to (i) the total number of issued and outstanding shares of common Capital Stock of ParentCo or any parent entity of ParentCo on the date of the declaration of a Restricted Payment permitted pursuant to clause (9) of the second paragraph under "—Certain Covenants—Limitation on Restricted Payments" multiplied by (ii) the arithmetic mean of the closing prices per share of such common Capital Stock on the principal securities exchange on which such common Capital Stock are traded for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

"*Management Investors*" means the members of the board of directors, officers and employees of any Parent Entity, ParentCo and/or its Subsidiaries who are (directly or indirectly through one or more investment vehicles) investors in any Parent Entity.

"*Master Agreement*" has the meaning assigned to such term in the definition of "Swap Agreement."

"*Material Adverse Effect*" means a circumstance or condition affecting the business, financial condition, or results of operations of ParentCo and its Subsidiaries, taken as a whole, that would reasonably be expected to have a materially adverse effect on (a) the ability of ParentCo and the Guarantors, taken as a whole, to perform their payment obligations under the Notes or (b) the material rights and remedies of the Notes Collateral Agent and the Holders under the Notes.

"*Minority Business*" means any business unit of ParentCo that represents less than 50.0% of the Consolidated EBITDA of ParentCo and its Restricted Subsidiaries for and as of the end of the last four fiscal quarters of ParentCo for which financial statements have been delivered pursuant to the covenant described under "Certain Covenants—Reports and Other Information."

"*Minority Business Assets*" means the assets of ParentCo and its Subsidiaries, including Capital Stock of Subsidiaries, that relate to or form part of a Minority Business.

"*Minority Business Disposition*" means (i) any sale or other disposition of Capital Stock of any Minority Business Subsidiary (whether by issuance or sale of Capital Stock, merger, or otherwise) to one or more Persons (other than ParentCo or a Restricted Subsidiary) in any transaction or series of related transactions following the consummation of which such Minority Business Subsidiary is no longer a Restricted Subsidiary of ParentCo (excluding any Minority Business Offering) or (ii) any sale or other disposition of any assets of any Minority

Business Subsidiary or other Minority Business Assets, including all or substantially all of the assets of any Minority Business Subsidiary, to one or more Persons (other than ParentCo or a Restricted Subsidiary) in any transaction or series of related transactions.

"*Minority Business Disposition Condition*" means at any date of determination after giving effect to the Minority Business Disposition or Minority Business Offering, either (1) ParentCo could Incur at least $1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" or (2) either (x) the Interest Coverage Ratio for ParentCo and its Restricted Subsidiaries would be equal to or greater than such ratio or (y) the Total Net Leverage Ratio would be equal to or less than such ratio, in each case, for ParentCo and its Restricted Subsidiaries immediately prior to giving effect thereto.

"*Minority Business Offering*" means a public offering of Capital Stock of any Minority Business Subsidiary pursuant to a registration statement filed with the SEC.

"*Minority Business Subsidiary*" means any of ParentCo's Subsidiaries and successors in interest thereto to the extent any of such Subsidiaries form part of the relevant Minority Business.

"*Moody's*" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"*Mubadala*" means, collectively, ATIC Third International Investment Company LLC and MC Alternative Solutions, LP.

"*Net Income*" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

"*Net Proceeds*" means the aggregate cash proceeds received by ParentCo or any of its Restricted Subsidiaries in respect of any Asset Sale, including any cash received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including legal, accounting and investment banking fees, payments made in order to obtain a necessary consent or required by applicable law, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, other fees and expenses, including title and recordation expenses, taxes paid or estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of principal, premium, if any, and interest on Senior Indebtedness required (other than required by clause (1) of the second paragraph under the caption "Repurchase at the Option of Holders—Asset Sales") to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by ParentCo or any of its Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by ParentCo or any of its Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction and of a *pro rata* portion of the Net Proceeds attributable to minority interests in a Restricted Subsidiary in connection with a disposition by, or of Capital Stock of, a Restricted Subsidiary that is not a Wholly Owned Subsidiary to the extent such Net Proceeds are not available for application by ParentCo.

"*Net Short*" means, with respect to a Holder or beneficial owner, as of a date of determination, either (i) the value of its Short Derivative Instruments exceeds the sum of the (x) the value of its Notes plus (y) the value of its Long Derivative Instruments as of such date of determination or (ii) it is reasonably expected that such would have been the case were a Failure to Pay or Bankruptcy Credit Event (each as defined in the 2014 ISDA Credit Derivatives Definitions) to have occurred with respect to ParentCo or any Guarantor immediately prior to such date of determination.

"*New Contracts*" means newly executed or amended agreements with customers and/or payors that have contracted with ParentCo and its Subsidiaries, for which pricing, volumes and margins from the covered product categories are readily identifiable.

"*Non-Cash Charges*" means (a) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets (including goodwill), long-lived assets, and Investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to GAAP, and the amortization of intangibles pursuant to GAAP (which, without limiting the foregoing, shall include any impairment charges resulting from the application of FASB Statements No. 142 and 144 and the amortization of intangibles arising pursuant to No. 141), (b) all losses from Investments recorded using the equity method, (c) all Non-Cash Compensation Expenses, (d) the non-cash impact of acquisition method accounting, (e) depreciation and amortization (including, without limitation, as they relate to acquisition accounting, amortization of deferred financing fees or costs, Capitalized Software Expenditures and amortization of unrecognized prior service costs and actuarial gains and losses related to pension and other post-employment benefits) and (f) other non-cash charges (including non-cash charges related to deferred rent) (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

"*Non-Cash Compensation Expense*" means any non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements.

"*Non-Guarantor Subsidiary*" means any Restricted Subsidiary of ParentCo that is not a Guarantor or an Issuer.

"*Noteholder Direction*" has the meaning set forth in the second paragraph under the caption "Events of Default and Remedies."

"*Notes Collateral Agent*" means U.S. Bank National Association together with its successors and assigns.

"*Notes Documents*" means the Notes (including Additional Notes), the Guarantees, the Collateral Documents, the Pari Passu Intercreditor Agreement, the First/Second Lien Intercreditor Agreement, any applicable Customary Intercreditor Agreement, the Indenture and the Escrow Agreement.

"*Notes Obligations*" means any Indebtedness or other Obligations under the Indenture, the Notes and the Collateral Documents.

"*Notes Security Agreement*" means the security agreement, dated as of the Completion Date, between ParentCo, the Issuers, the Guarantors party thereto and the Notes Collateral Agent, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time.

"*Obligations*" means any principal, interest (including any interest, fees or expenses accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest, fees or expenses is an allowed claim under applicable state, federal or foreign law), premium, penalties, fees, expenses, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"*Offering Memorandum*" means the Offering Memorandum dated   , 2024 relating to the offering of the Notes.

"*Officer*" means the Chairman of the board of directors, the Chief Executive Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or Assistant Treasurer, the Secretary or Assistant Secretary, or other similar officer, manager or member of the board of directors of ParentCo or any other Person, as the case may be, and with respect to certain limited liability companies or partnerships that do not have officers, any manager, sole member, managing member or general partner thereof.

"*Officer's Certificate*" means a certificate signed on behalf of ParentCo or an Issuer by an Officer of ParentCo, an Issuer or their Subsidiaries or on behalf of any other Person, as the case may be, of ParentCo or an Issuer or their Subsidiaries or such other Person, that meets the requirements set forth in the Indenture.

"*Opinion of Counsel*" means a written opinion from legal counsel who is acceptable to the Trustee. Such counsel may be an employee of or counsel to ParentCo or its Subsidiaries.

"*Other Pari Passu Lien Obligations*" means any Indebtedness or other Obligations (including Hedging Obligations) having Pari Passu Lien Priority relative to the Notes with respect to the Collateral; *provided* that an authorized representative of the holders of such Indebtedness shall have executed a joinder to the Pari Passu Intercreditor Agreement.

"*Parent Entity*" means any direct or indirect parent of ParentCo.

"*Pari Passu Indebtedness*" means any Indebtedness that is *pari passu* in right of payment with the Notes.

"*Pari Passu Intercreditor Agreement*" means the pari passu intercreditor agreement, dated as of the Completion Date, among, *inter alios*, ParentCo, the Issuers, the Guarantors party thereto, the Notes Collateral Agent and the First Lien Credit Facilities Collateral Agent.

"*Pari Passu Lien Priority*" means, relative to specified Indebtedness, having equal Lien priority on specified Collateral and the holders of which are subject to the Pari Passu Intercreditor Agreement.

"*Pari Notes Debt Secured Parties*" means the Noteholder Secured Parties, the holders of the First Lien Credit Facilities Obligations and the holders of Other Pari Passu Lien Obligations.

"*Performance References*" has the meaning given to such term in the definition of "Derivative Instruments."

"*Permitted Acquisition*" has the meaning ascribed to it in clause (3) of the definition of "Permitted Investments."

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between ParentCo or any of its Restricted Subsidiaries and another Person; *provided*, that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant under the caption "Repurchase at the Option of Holders—Asset Sales."

"*Permitted Holders*" means (a) (i) the Investors and (ii) any limited or general partners of, or other investors in, any Investor or any Affiliate thereof, or any such investment fund or vehicle, (b) the Management Investors, (c) any other holder of a direct or indirect Equity Interest in any Parent Entity that is a holder of such Equity Interests on the Completion Date or becomes a holder of such Equity Interest prior to the ninetieth day after the Completion Date, (d) any Person who is acting solely as an underwriter in connection with a public or private offering of Equity Interests of any Parent Entity or ParentCo, acting in such capacity, (e) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members if a majority of the Equity Interests owned by the group is owned by Permitted Holders under clause (a) or (b) above and (f) any Permitted Parent.

"*Permitted Intercompany Activity*" means any transactions (A) between or among ParentCo and its Restricted Subsidiaries that are entered into in the ordinary course of business or consistent with past practice of ParentCo and its Restricted Subsidiaries and, in the reasonable determination of ParentCo are necessary or advisable in connection with the ownership or operation of the business of ParentCo and its Restricted Subsidiaries, including (i) payroll, cash management, purchasing, insurance and hedging arrangements; (ii) management, technology and licensing arrangements; and (iii) customary loyalty and rewards programs; and (B) between or among ParentCo and its Restricted Subsidiaries.

"*Permitted Investments*" means:

(1) any Investment in ParentCo or any of its Restricted Subsidiaries;

(2) any Investment in cash and Cash Equivalents or Investment Grade Securities;

(3) any Investment in a Person (including, to the extent constituting an Investment, in assets of a Person that represent substantially all of its assets or a division, business unit or product line or line of business, including research and development and related assets in respect of any product); *provided* that as a result of such Investment (a "*Permitted Acquisition*"):

(a) such Person, upon the consummation of such purchase or acquisition, will be a Restricted Subsidiary (including as a result of a merger, amalgamation or consolidation between any Subsidiary and such Person); or

(b) such Person, in one transaction or a series of related transactions, is amalgamated, merged or consolidated with or into, or transfers or conveys substantially all of its assets (or a division, business unit or product line, including any research and development and related assets in respect of any product), or is liquidated into, ParentCo or a Restricted Subsidiary,

and, in each case, any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, consolidation or transfer;

(4) any Investment in securities, promissory notes or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to the provisions of the covenant described under the caption "Repurchase at the Option of Holders—Asset Sales" or any other disposition of assets or issuance not constituting an Asset Sale;

(5) (i) any Investment existing or made pursuant to binding commitments in effect on the Completion Date or an Investment consisting of any extension, modification or renewal of any such Investment and (ii) any Investment existing on the Completion Date by ParentCo or any Restricted Subsidiary in ParentCo or any Restricted Subsidiary or an Investment consisting of any extension, modification or renewal of any such Investment; *provided* that the amount of any such Investment may be increased in such extension, modification or renewal only (a) as required by the terms of such Investment or binding commitment as in existence on the Completion Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities) and premium payable by the terms of such Investment or binding commitment thereon and fees and expenses associated therewith as of the Completion Date or (b) as otherwise not prohibited under the Indenture;

(6) any Investment (including debt obligations and Equity Interests) acquired by ParentCo or any of its Restricted Subsidiaries:

(a) consisting of extensions of trade credit and accommodation guarantees in the ordinary course of business including extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit;

(b) in exchange for any other Investment or accounts receivable held by ParentCo or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable (including any trade creditor or customer);

(c) in satisfaction of judgments against other Persons;

(d) as a result of a foreclosure by ParentCo or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default; or

(e) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(7) Hedging Obligations incurred not for speculative purposes;

(8) any Investment in a Similar Business having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (8) that are at that time outstanding, not to exceed the greater of $588.8 million and 50% of Consolidated EBITDA for the most recently ended Test Period at the time of such Investment, calculated on a Pro Forma Basis (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(9) Investments and other acquisitions the payment for which consists of Equity Interests (other than Disqualified Stock) of ParentCo, any of its direct or indirect parent companies or the IPO Entity or any Unrestricted Subsidiary or Junior Capital;

(10) (i) Indebtedness and guarantees of Indebtedness permitted under the covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"; the creation of Liens on the assets of ParentCo or any Restricted Subsidiary in compliance with the covenant described under the caption "Certain Covenants—Liens" and Restricted Payments permitted under the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments" (other than by reference to this clause (10)) and (ii) performance guarantees and Contingent Obligations with respect to obligations that are not prohibited by the Indenture;

(11) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of the second paragraph of the covenant described under the caption "Certain Covenants—Transactions with Affiliates" (except transactions described in clauses (2), (5) and (14) of such paragraph) or the covenant described under the caption "Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets";

(12) to the extent that they constitute Investments, guaranties of the obligations of suppliers, customers, franchisees, lessors and licensees, purchases and acquisitions of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, intellectual property, receivables owing to ParentCo or any Restricted Subsidiary or other rights, in each case in the ordinary course of business;

(13) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (13) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or have not been subsequently sold or transferred for cash or marketable securities), not to exceed the sum of (a) the greater of $706.56 million and 60% of Consolidated EBITDA for the most recently ended Test Period at the time of such Investment, calculated on a Pro Forma Basis, (b) the Available Restricted Payments Amount and (c) the Available Restricted Debt Payments Amount, plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments (without duplication for purposes of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments" of any amounts applied pursuant to clause (4) of the first paragraph of such covenant) (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(14) Investments relating to a Receivables/Securitization Subsidiary that, in the good faith determination of ParentCo are necessary or advisable to effect any Receivables/Securitization Facility, distributions or payments of Receivables/Securitization Fees or any repurchase obligation in connection therewith including, without limitation, Investments of funds held in accounts permitted or required by the arrangements governing such Receivables/Securitization Facility or any related Indebtedness;

(15) advances to, or guarantees of Indebtedness of, employees not in excess of the greater of $117.76 million and 10% of Consolidated EBITDA for the most recently ended Test Period, calculated on a Pro Forma Basis, outstanding at any one time, in the aggregate;

(16) (x) loans and advances to officers, members of the board of directors and employees of direct and indirect parent companies of ParentCo, ParentCo and its Restricted Subsidiaries (i) for business-related travel expenses, entertainment, moving expenses and other similar expenses for ordinary business purposes, (ii) to fund such Person's purchase of Equity Interests of ParentCo or any direct or indirect parent company thereof and (iii) for payroll payments and (y) Investments in the form of Recruitment Notes and other recruiting costs to certain employees or financial advisors in the ordinary course of business;

(17) Investments in joint ventures and similar entities and Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (17) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities, not to exceed the greater of $353.28 million and 30% of Consolidated EBITDA for the most recently ended Test Period at the time of such Investment, calculated on a Pro Forma Basis, plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments (without duplication for purposes of the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments" of any amounts applied pursuant to clause (1) of the first paragraph of such covenant) (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(18) contributions to a "rabbi" trust for the benefit of employees, directors, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of ParentCo;

(19) any other Investment; provided that on a Pro Forma Basis after giving effect to such Investment the Senior Secured Net Leverage Ratio is no greater than the greater of (a) 6.75:1.00 and (b) the Senior Secured Net Leverage Ratio immediately prior to such transaction;

(20) the Transactions;

(21) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers in the ordinary course of business;

(22) loans and advances to direct and indirect parent companies of ParentCo (x) in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or Restricted Payments in respect thereof), Restricted Payments to the extent not prohibited under the Indenture to be made to such companies and (y) to the extent the proceeds thereof are contributed or loaned or advanced to another Restricted Subsidiary;

(23) Investments (A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business and (B) trade accounts created, or prepaid expenses accrued, in the ordinary course of business;

(24) non-cash Investments in connection with tax planning and reorganization activities, and Investments in connection with Permitted Intercompany Activities and any Permitted Tax Restructuring;

(25) any Investment in any Subsidiary or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business;

(26) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary";

(27) Investments (including debt obligations and equity interests) (a) in connection with Settlements, (b) in exchange for any other Investment or accounts receivable, endorsements for collection or deposit held by ParentCo or any Restricted Subsidiary, (c) as a result of foreclosure, perfection or enforcement of any Lien, (d) in satisfaction of judgments or (e) pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or litigation, arbitration or other disputes or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(28) Investments made from casualty insurance proceeds in connection with the replacement, substitution, restoration or repair of assets on account of a casualty event;

(29) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contacts and loans or advances made to distributors in the ordinary course of business;

(30) Investments arising as a result of Sale and Leaseback Transactions; and

(31) to the extent constituting Investments, advances in respect of transfer pricing and cost-sharing arrangements (i.e., "cost-plus" arrangements) that are (A) in the ordinary course of business and consistent with the Issuers' and the Guarantors' historical practices and (B) funded not more than 120 days in advance of the applicable transfer pricing and cost-sharing payment.

"*Permitted Liens*" means, with respect to any Person:

(1) Liens incurred or pledges, deposits or security (a) in connection with workers' or workmen's compensation, unemployment insurance, employers' health tax, social security, retirement and other similar legislation, or other insurance-related obligations (including, but not limited to, in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto), (b) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instrument for the benefit of) insurance carriers providing property, casualty or liability insurance to ParentCo or any Restricted Subsidiary or otherwise supporting the payment of items set forth in the foregoing clause (a) or (b) good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business;

(2) Liens with respect to outstanding motor vehicle fines and Liens arising or imposed by law, such as landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or construction contractors' Liens and other similar Liens, in each case (a) for sums not yet overdue for a period of more than 30 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP or (b) so long as such Liens do not individually or in the aggregate have a Material Adverse Effect;

(3) Liens for taxes, assessments or other governmental charges (a) that are not overdue for a period of more than 30 days, not yet payable or subject to penalties for nonpayment that are being contested

in good faith by appropriate proceedings for which adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (b) so long as such Liens do not individually or in the aggregate have a Material Adverse Effect;

(4) Liens incurred or deposits made to secure the performance of bids, trade contracts, governmental contracts and leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds, bankers' acceptance facilities and other obligations of a like nature (including those to secure health, safety and environmental obligations) and obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, in each case incurred in the ordinary course of business or consistent with past practices;

(5) (a) survey exceptions, encumbrances, easements, ground leases, covenants, conditions, rights-of-way, licenses, servitudes, restrictions, encroachments, protrusions, by-law, reservations of, or rights of others for sewers, electric lines, telegraph and telephone lines and other similar purposes, zoning or other restrictions (including defects and irregularities in title and similar encumbrances) and other similar encumbrances and title defects or irregularities affecting real property, that, in the aggregate, do not materially interfere with the ordinary conduct of the business of ParentCo and its Restricted Subsidiaries, taken as a whole, (b) rights of recapture of unused real property in favor of the seller of property set forth in customary purchase agreements and related arrangements with any governmental authority, (c) Liens arising from the right of distress enjoyed by landlords or Liens otherwise granted to landlords, in either case, to secure the payment of arrears of rent in respect of leased properties, so long as such Liens are not exercised, (d) servicing agreements, development agreements, site plan agreements and other agreements with any governmental authority pertaining to the use or development of any of the assets of the Person, provided that the same are complied with in all material respects and do not materially reduce the value of the assets of the Person or materially interfere with the use of such assets in the operation of the business of such Person, (e) the reservations in any original grants from the crown of any land or interest therein and statutory exceptions to title and (f) other Liens on real property (including ground leases in respect of real property on which facilities owned or leased by ParentCo or any of the Restricted Subsidiaries are located);

(6) (a) Liens securing Obligations relating to any Indebtedness permitted to be incurred in reliance on the covenant under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"; provided that, with respect to Liens securing Obligations permitted under this clause (6)(a), at the time of incurrence and after giving Pro Forma Effect thereto, (1) if such Indebtedness incurred has Pari Passu Lien Priority relative to the Notes, the Senior Secured First Lien Net Leverage Ratio of ParentCo for the most recently ended Test Period as of such date would not exceed 5.25 to 1.00 and (2) if such Indebtedness incurred has Junior Lien Priority relative to the Notes, the Senior Secured Net Leverage Ratio of ParentCo for the most recently ended Test Period as of such date would not exceed 6.25 to 1.00 (or, in the case of any Secured Indebtedness secured by the Collateral on a junior basis to the loans made pursuant to the Second Lien Credit Facility, 6.50 to 1.00 for the most recently ended Test Period as of such date), and (b) Liens securing Obligations relating to any Indebtedness permitted to be incurred in reliance on clauses (1), (2)(b), (4), (12), (13), (14), (18), (21), (26), or (31) of the second paragraph of the covenant under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"; *provided* that (x) Liens securing Indebtedness permitted to be incurred in reliance on clause (18) of the second paragraph of the covenant under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" are solely on acquired property or the assets of the acquired entity, as the case may be, and (y) Liens on Collateral securing Indebtedness permitted to be incurred pursuant to clause (1) of the second paragraph of the covenant under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" shall be subject to a Customary Intercreditor Agreement, as applicable, and (z) Liens on Collateral securing Indebtedness permitted to be incurred pursuant to clause (2)(b) of the second paragraph of the covenant under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" shall be Junior Lien Priority;

(7) Liens existing on the Completion Date and, in each case, any modifications, replacements, renewals, refinancings, or extensions thereof (other than Liens incurred in connection with the Senior Credit Facilities and Notes issued on or prior to the Completion Date);

(8) (a) Liens on property or shares of stock or other assets of a Person at the time such Person becomes a Subsidiary and (b) and Liens existing on property or other assets at the time of its acquisition; provided, however, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, amalgamation, merger or consolidation; provided, further, however, that such Liens may not extend to any other property or other assets owned by ParentCo or any of its Restricted Subsidiaries (other than any replacements of such property or assets and additions and accessions thereto, the proceeds or products thereof and other than after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are not prohibited under the Indenture that require or include, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition);

(9) Liens (a) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an Investment not prohibited under the Indenture to be applied against the purchase price for such Investment or otherwise in connection with any escrow arrangements with respect to any such Investment or any disposition or issuance excluded from the definition of Asset Sale or any Asset Sale not prohibited under the Indenture (including any letter of intent or purchase agreement with respect to such Investment or Asset Sale), (b) consisting of an agreement to dispose of any property in a disposition or issuance excluded from the definition of Asset Sale or an Asset Sale not prohibited under the Indenture, in each case, solely to the extent such Investment, transaction or Asset Sale, as the case may be, would have been permitted on the date of the creation of such Lien and (c) solely on any cash earnest money deposits made by ParentCo or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement not prohibited under the Indenture;

(10) (a) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to ParentCo or another Restricted Subsidiary permitted to be incurred in accordance with the covenant described under the caption “Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock” and (b) Liens on assets or property of a Non-Guarantor Subsidiary securing Indebtedness and other obligations of such Non-Guarantor Subsidiary;

(11) (a) Liens securing Hedging Obligations or on cash or Cash Equivalents securing Hedging Obligations; provided that, with respect to Hedging Obligations relating to Indebtedness, such Indebtedness is not prohibited under the Indenture, (b) Liens on cash and Cash Equivalents used to satisfy or discharge Indebtedness; provided such satisfaction or discharge is not prohibited under the Indenture and (c) Liens on cash and Cash Equivalents or other marketable securities securing letters of credit of any Issuer or any Guarantor (which Indebtedness represented by such letters of credit is not prohibited to be incurred under the Indenture) that are cash collateralized in an amount of cash, Cash Equivalents or other marketable securities with a fair market value of up to 105% of the face amount of such letters of credit being secured;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person’s accounts payable or obligations in respect of bankers’ acceptances or trade letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) (a) leases, subleases, licenses or sublicenses granted to others in the ordinary course of business or consistent with past practice that do not materially interfere with the operation of the business of ParentCo or any of its Restricted Subsidiaries, taken as a whole, (b) any interest or title of a lessor, sublessor or licensee under any lease, sublease or license entered into by ParentCo or any Restricted Subsidiary in the ordinary course of its business or consistent with past practice and (c) to the extent not otherwise included in clauses (a) or (b), Liens arising from grants of non-exclusive licenses or sublicenses, or other similar grants of rights, of intellectual property;

(14) Liens arising from UCC (or equivalent statute) financing statement filings regarding operating leases or consignments entered into by ParentCo and its Restricted Subsidiaries in the ordinary course of business and other Liens arising solely from precautionary UCC financing statements or similar filings;

(15) Liens in favor of any Issuer or any Guarantor (including, but not limited to, Liens on any assets of ParentCo or any of its Restricted Subsidiaries);

(16) Liens on equipment or vehicles of ParentCo or any of its Restricted Subsidiaries granted in the ordinary course of business or consistent with past practice;

(17) Liens on Receivables/Securitization Assets and related assets incurred in connection with a Receivables/Securitization Facility;

(18) Liens to secure any modification, refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), and this clause (18); provided, however, that (a) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property) and the proceeds and products thereof, and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (i) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7) and (8) at the time the original Lien became a Permitted Lien under the Indenture, and (ii) an amount necessary to pay any fees and expenses, including premiums and accrued and unpaid interest, related to such modification, refinancing, refunding, extension, renewal or replacement;

(19) (a) deposits made or other security provided in the ordinary course of business to secure liability to insurance carriers and (b) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(20) other Liens securing obligations which do not exceed the greater of $706.56 million and 60% of Consolidated EBITDA for the most recently ended Test Period at the time of the incurrence of such Lien, calculated on a Pro Forma Basis;

(21) Liens securing, or otherwise arising from, judgments, orders, attachments, decrees or awards not constituting an Event of Default under clause (5) under the caption “Events of Default and Remedies”;

(22) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(23) Liens (a) of a collection bank arising under applicable law, including Section 4-210 of the UCC, or any comparable or successor provision, on items in the course of collection; (b) attaching to pooling, commodity or securities trading accounts or other commodity or securities brokerage accounts incurred in the ordinary course of business; or (c) in favor of a banking or other financial institution or entity, or electronic payment service provider, arising as a matter of law or under customary terms and conditions encumbering deposits or other funds maintained with a financial institution (including the right of setoff) and which are within the general parameters customary in the banking or finance industry or arising pursuant to such banking or financial institution’s general terms and conditions (including Liens in favor of deposit banks or securities intermediaries securing customary fees, expenses or charges in connection with the establishment, operation or maintenance of deposit accounts or securities accounts);

(24) Liens deemed to exist in connection with Investments in repurchase agreements permitted under the covenant described under the caption “Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock,” including Liens deemed to exist in connection with Investments in repurchase agreements under clause (12) of the definition of the term “Cash

Equivalents”; provided that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(25) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(26) Liens that are contractual rights of setoff, banker’s lien, netting agreements and other Liens (a) relating to deposit accounts, securities accounts, cash management arrangements or in connection with the issuance of Indebtedness, including letters of credit, bank guarantees or other similar instruments, (b) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of ParentCo and its Restricted Subsidiaries or (c) relating to purchase orders and other agreements entered into with customers of ParentCo or any of its Restricted Subsidiaries in the ordinary course of business;

(27) Settlement Liens;

(28) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of ParentCo or any of its Subsidiaries or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments; provided that such Lien secures only the obligations of ParentCo or such Subsidiaries in respect of such letter of credit to the extent such obligations are permitted by the covenant described under the caption “Certain Covenants— Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock”;

(29) (a) Liens on Equity Interests of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary and (b) Liens then existing with respect to assets of an Unrestricted Subsidiary on the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary as described under the definition of “Unrestricted Subsidiaries”;

(30) Receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof;

(31) Liens on Equity Interests of any joint venture (a) securing obligations of such joint venture or (b) pursuant to the relevant joint venture agreement or arrangement;

(32) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by ParentCo or any Restricted Subsidiary in the ordinary course of business;

(33) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by ParentCo or any Restricted Subsidiary thereof or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(34) additional Liens of ParentCo or any of its Restricted Subsidiaries in an aggregate principal amount not to exceed the Available Amount that is not otherwise applied pursuant to clause (26) of the second paragraph of the covenant described under the caption “Certain Covenants— Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock” or the first paragraph of the covenant described under the caption “Certain Covenants—Limitation on Restricted Payments,” as in effect immediately prior to the incurrence of such Liens (and after giving Pro Forma Effect thereto), it being understood that any Liens incurred under this clause (34) will reduce the Available Amount on a dollar for dollar basis;

(35) additional Liens of ParentCo or any of its Restricted Subsidiaries in an aggregate principal amount that does not exceed the amount of Excluded Contributions made since the Completion Date that is not otherwise applied pursuant to clause (27) of the second paragraph of the covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and under clause (10) of the second paragraph under the caption "Certain Covenants—Limitation on Restricted Payments," as in effect immediately prior to the incurrence of such Liens (and after giving Pro Forma Effect thereto);

(36) Liens relating to escrow arrangements securing Indebtedness (including the Escrow Account), including (i) Liens on escrowed proceeds from the issuance of Indebtedness for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters, arrangers, trustee or collateral agent thereof) and (ii) Liens on cash or Cash Equivalents set aside at the time of the incurrence of any Indebtedness, in either case to the extent such cash or Cash Equivalents prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in an escrow account or similar arrangement to be applied for such purpose;

(37) Liens on cash and Cash Equivalents used to satisfy or discharge Indebtedness; *provided* such satisfaction or discharge is not prohibited hereunder;

(38) rights of consignors of goods, whether or not perfected by the filing of a financing statement or other registration, record or filing;

(39) Liens arising in connection with any Permitted Intercompany Activities and Permitted Tax Restructuring;

(40) Liens in connection with Sale and Leaseback Transactions;

(41) restrictions on dispositions of assets to be disposed of pursuant to merger agreements, stock or asset purchase agreements and similar agreements, in each case, solely to the extent such disposition would be permitted pursuant to the terms hereof; and

(42) Liens securing the Note Obligations with respect to Notes issued on the Issue Date.

In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of incurrence or at a later date), ParentCo in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with the Indenture and such Permitted Lien shall be treated as having been made pursuant only to the clause or clauses of the definition of Permitted Lien to which such Permitted Lien has been classified or reclassified.

"*Permitted Parent"* means any direct or indirect parent entity of ParentCo (other than a Person formed in connection with, or in contemplation of, a Change of Control transaction that results in a modification of the beneficial ownership of ParentCo) that beneficially owns 100% of the issued and outstanding Voting Stock of ParentCo, *provided* that the ultimate beneficial ownership of ParentCo has not been modified by the transaction by which such parent entity became the beneficial owner of 100% of the Voting Stock of ParentCo.

"*Permitted Tax Restructuring*" means any reorganizations and other activities related to tax planning and tax reorganization entered into prior to, on or after the date hereof so long as such Permitted Tax Restructuring is not materially adverse to the Holders (as determined by ParentCo in good faith, which determination shall be conclusive).

"*Person*" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Position Representation*" has the meaning set forth in the second paragraph under the caption "Events of Default and Remedies."

"*Post-Transaction Period*" means, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the twelfth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"*Preferred Stock*" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"*Pro Forma Adjustment*" means, for any relevant period that includes all or any part of a fiscal quarter included in any Post-Transaction Period with respect to the Acquired EBITDA of the applicable Pro Forma Entity or the Consolidated EBITDA of ParentCo, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, projected by ParentCo in good faith as a result of (a) actions taken, prior to or during such Post-Transaction Period, for the purposes of realizing cost savings, operating expense reductions, operating enhancements, revenue enhancements or synergies reasonably expected by ParentCo, or (b) any additional costs incurred prior to or during such Post-Transaction Period in connection with the combination of the operations of such Pro Forma Entity with the operations of ParentCo and the Restricted Subsidiaries; *provided* that (A) so long as such actions are taken prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period it may be assumed, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, that such cost savings, operating expense reductions, operating enhancements, revenue enhancements or synergies will be realizable during the entirety of such period, or such additional costs will be incurred during the entirety of such period, (B) any Pro Forma Adjustment to Consolidated EBITDA shall be as determined in good faith (which determination shall be conclusive) by an Officer of ParentCo or an Issuer and (C) any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, shall be without duplication for cost savings, operating expense reductions, operating enhancements, revenue enhancements or synergies or additional costs already included in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, for such period.

"*Pro Forma Basis*," "*Pro Forma Compliance*" and "*Pro Forma Effect*" mean, with respect to compliance with any test, financial ratio or covenant hereunder required by the terms of the Indenture to be made on a Pro Forma Basis or after giving Pro Forma Effect thereto, that (a) to the extent applicable, the Pro Forma Adjustment shall have been made and (b) all Specified Transactions and the following transactions in connection therewith that have been made during the applicable period of measurement or subsequent to such period and prior to or simultaneously with the event for which the calculation is made shall be deemed to have occurred as of the first day of the applicable period of measurement in such test, financial ratio or covenant: (i) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (A) in the case of a disposition of all or substantially all Equity Interests in any subsidiary of ParentCo or any division, product line, or facility used for operations of ParentCo or any of its Subsidiaries, shall be excluded and (B) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction," shall be included, (ii) any retirement of Indebtedness, and (iii) any Indebtedness incurred or assumed by ParentCo or any of its Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination and interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period.

"*Pro Forma Disposal Adjustment*" means, for any relevant period that includes all or a portion of a fiscal quarter included in any Post-Transaction Period with respect to any Sold Entity or Business, the pro forma increase or decrease in Consolidated EBITDA projected by ParentCo in good faith as a result of contractual arrangements between ParentCo or any Restricted Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the Post-Transaction Period and which represents an increase or decrease in Consolidated EBITDA which is incremental to the Disposed EBITDA of such Sold Entity or Business for such period.

"*Pro Forma Entity*" has the meaning given to such term in the definition of "Acquired EBITDA."

“*Producer*” means a producer or producer team that expands the existing business of ParentCo and its Subsidiaries or enables ParentCo and its Subsidiaries to offer new products, services or programs.

“*Producer EBITDA*” means for any period, with respect to each Producer onboarded within thirty-six (36) months of the first day of such period, an amount equal to (a) the “run rate” Consolidated EBITDA attributable to in-force business, *plus* (b) the “run rate” Consolidated EBITDA attributable to all broker of record business, *plus* (c) without duplication of clauses (a) and (b), the “run rate” Consolidated EBITDA that is projected in good faith by ParentCo to be generated with respect to such Producers within thirty-six (36) months following the hiring of such Producer calculated for such period on a pro forma basis, *plus* (d) any non-commission based contractual compensation paid during such period to such Producers *minus* (e) actual net income generated by such Producer during such period.

“*Producer Recruitment*” shall mean the hiring or one or more Producers by ParentCo or any of its Subsidiaries.

“*Producer Stock Equity Program*” shall mean any of the programs initiated by ParentCo or any of its Subsidiaries to reduce the commission rates of Producers in exchange for payment of Equity Interests and/or cash to Producers.

“*Public Company Costs*” means, as to ParentCo or the IPO Entity, costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs relating to compliance with the provisions of the Securities Act of 1933 and the Exchange Act or any other comparable body of laws, rules or regulations, as companies with listed equity, directors’ compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders, directors’ and officers’ insurance and other executive costs, legal and other professional fees, and listing fees, in each case to the extent arising solely by virtue of the listing of such Person’s equity securities on a national securities exchange.

“*Qualified Proceeds*” means assets that are used or useful in, or Equity Interests of any Person engaged in, a Similar Business; *provided* that the fair market value of any such assets or Equity Interests shall be determined by ParentCo in good faith.

“*Rating Agencies*” means Moody’s, S&P and Fitch or if Moody’s, S&P or Fitch (or any combination thereof) shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by ParentCo which shall be substituted for Moody’s, S&P or Fitch (or such combination thereof), as the case may be.

“*Receivables/Securitization Assets*” means accounts receivable, royalty, revenue stream and other similar rights to payment and any other assets related thereto as well as any other assets and property to the extent capable of being included in securitization transactions of the relevant type (as reasonably determined by ParentCo, which determination shall be conclusive)subject to a Receivables/Securitization Facility that are customarily sold or pledged in connection with receivables or securitization transactions and the proceeds thereof.

“*Receivables/Securitization Facility*” means any of one or more receivables or securitization financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to ParentCo or any of its Restricted Subsidiaries (other than a Receivables/Securitization Subsidiary) pursuant to which ParentCo or any of its Restricted Subsidiaries sells or grants a security interest in Receivables/Securitization Assets that are customarily sold or pledged in connection with receivables or securitization transactions to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables/Securitization Subsidiary that in turn sells Receivables/Securitization Assets to a Person that is not a Restricted Subsidiary.

“*Receivables/Securitization Fees*” means distributions or payments made directly or by means of discounts with respect to any Receivables/Securitization Assets or participation interest therein issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables/Securitization Facility.

"*Receivables/Securitization Subsidiary*" means any Subsidiary formed for the purpose of, and that solely engages only in one or more Receivables/Securitization Facilities and other activities reasonably related or incidental thereto.

"*Recruitment Notes*" means forgivable promissory notes issued from time to time by a Restricted Subsidiary to certain employees or financial advisors in the ordinary course of business.

"*Redemption Date*" has the meaning set forth under the caption "Optional Redemption."

"*Related Business Assets*" means any assets (other than cash or Cash Equivalents) used or useful in a Similar Business, *provided* that any assets received by ParentCo or a Restricted Subsidiary in exchange for assets transferred by ParentCo or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"*Required Percentage*" means, with respect to any Asset Sale, in the event and on each occasion that any Net Proceeds are received by or on behalf of ParentCo or any of the Restricted Subsidiaries in respect of any Asset Sale, (x) 100% of such Net Proceeds if the Senior Secured First Lien Net Leverage Ratio (at the election of ParentCo, prior or after to giving effect to any required or voluntary application of such proceeds pursuant to the covenant described under "Repurchase at the Option of Holders—Asset Sales" or otherwise) as of the date of such application of such proceeds is greater than 5.00 to 1.00, (y) 50% of such Net Proceeds if the Senior Secured First Lien Net Leverage Ratio (at the election of ParentCo, prior or after to giving effect to any required or voluntary application of such proceeds pursuant to the covenant described under "Repurchase at the Option of Holders—Asset Sales" or otherwise) as of the date of such application of such proceeds is greater than 4.75 to 1.00 but less than or equal to 5.00 to 1.00 and (z) 0% of such Net Proceeds if the Senior Secured First Lien Net Leverage Ratio (at the election of ParentCo, prior or after to giving effect to any required or voluntary application of such proceeds pursuant to the covenant described under "Repurchase at the Option of Holders—Asset Sales" or otherwise) as of the date of such application of such proceeds is less than or equal to 4.75 to 1.00.

"*Restricted Investment"* means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means, at any time, any direct or indirect Subsidiary of ParentCo that is not then an Unrestricted Subsidiary; *provided, however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of "Restricted Subsidiary"; *provided, further* that notwithstanding the foregoing, in no event will any Receivables/Securitization Subsidiary be considered a Restricted Subsidiary for purposes of clauses (4), (5) and (6) under the caption "Events of Default and Remedies." Unless otherwise specified or the context otherwise requires, a reference to a "Restricted Subsidiary" shall be a reference to a Restricted Subsidiary of ParentCo. For the avoidance of doubt, "Restricted Subsidiaries" includes the Issuers.

"*S&P*" means S&P Global Ratings, and any successor to its rating agency business.

"*Sale and Leaseback Transaction*" means any arrangement providing for the leasing by ParentCo or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by ParentCo or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"*Screened Affiliate*" means any Affiliate of a Holder (i) that makes investment decisions independently from such Holder and any other Affiliate of such Holder that is not a Screened Affiliate, (ii) that has in place customary information screens between it and such Holder and any other Affiliate of such Holder that is not a Screened Affiliate and such screens prohibit the sharing of information with respect to ParentCo or its Subsidiaries, (iii) whose investment policies are not directed by such Holder or any other Affiliate of such Holder that is acting in concert with such Holder in connection with its investment in the Notes and (iv) whose investment decisions are not influenced by the investment decisions of such Holder or any other Affiliate of such Holder that is acting in concert with such Holders in connection with its investment in the Notes.

"*SEC"* means the U.S. Securities and Exchange Commission.

"*Second Lien Credit Facility*" means the term credit facility under the credit agreement to be entered into on or about the Completion Date by and among ParentCo, the lenders party thereto in their capacities as lenders thereunder and Morgan Stanley Senior Funding, Inc., as "Administrative Agent," including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings thereof and any indentures, guarantees, credit facilities or commercial paper facilities that replace, refund, exchange or refinance (or successively replace, refund, exchange or refinance) any part of the loans, notes, guarantees, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture (or successive replacement, refunding, exchange or refinancing facility or indenture) that increases the amount borrowable thereunder or alters the maturity thereof; *provided* that such increase in borrowings is permitted under the covenant described under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" above.

"*Second Lien Credit Facility Collateral Agent*" means Morgan Stanley Senior Funding, Inc. together with its successors and assigns.

"*Second Lien Credit Facility Obligations*" means any Indebtedness or other Obligations under the Second Lien Credit Facility.

"*Secured Indebtedness*" means any Indebtedness of ParentCo or any of its Restricted Subsidiaries secured by a Lien.

"*Secured Obligations*" means the Notes Obligations, the First Lien Credit Facilities Obligations and the Other Pari Passu Lien Obligations.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"*Senior Credit Facilities*" means, collectively, the First Lien Credit Facilities and the Second Lien Credit Facility.

"*Senior Credit Facilities Obligations*" means any Indebtedness or other Obligations under the Senior Credit Facilities.

"*Senior Indebtedness*" means:

(1) all Indebtedness of any Issuer or any Guarantor outstanding under the Senior Credit Facilities or Notes and related Guarantees (including interest, fees or expenses accruing on or after the filing of any petition in bankruptcy or similar proceeding or for reorganization of any Issuer or any Guarantor (at the rate provided for in the documentation with respect thereto, regardless of whether or not a claim for post-filing interest, fees or expenses is allowed in such proceedings)), and any and all other fees, expense reimbursement obligations, indemnification amounts, penalties and other amounts (whether existing on the Completion Date or thereafter created or incurred) and all obligations of any Issuer or any Guarantor to reimburse any bank or other Person in respect of amounts paid under letters of credit, acceptances or other similar instruments;

(2) all Hedging Obligations (and guarantees thereof) owing to a Lender (as defined in the Senior Credit Facilities) or any Affiliate of such Lender (or any Person that was a Lender or an Affiliate of such Lender at the time the applicable agreement giving rise to such Hedging Obligation was entered into), provided that such Hedging Obligations are permitted to be incurred under the terms of the Indenture;

(3) any other Indebtedness of any Issuer or any Guarantor permitted to be incurred under the terms of the Indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is subordinated in right of payment to the Notes or any related Guarantee; and

(4) all Obligations with respect to the items listed in the preceding clauses (1), (2) and (3); *provided*, *however*, that Senior Indebtedness shall not include:

(a) any obligation of such Person to ParentCo or any of its Subsidiaries;

(b) any liability for federal, state, local or other taxes owed or owing by such Person;

(c) any accounts payable or other liability to trade creditors arising in the ordinary course of business;

(d) any Indebtedness or other Obligation of such Person which is subordinate or junior in any respect to any other Indebtedness or other Obligation of such Person; or

(e) that portion of any Indebtedness which at the time of incurrence is incurred in violation of the Indenture.

"*Senior Secured First Lien Net Leverage Ratio*" means, as of any date of determination, the ratio, on a Pro Forma Basis, of (a) Consolidated Senior Secured First Lien Indebtedness as of such date to (b) Consolidated EBITDA for the most recently ended Test Period as of such date.

"*Senior Secured Net Leverage Ratio*" means, as of any date of determination, the ratio, on a Pro Forma Basis, of (a) Consolidated Senior Secured Indebtedness as of such date to (b) Consolidated EBITDA for the most recently ended Test Period as of such date.

"*Settlement*" means the transfer of cash or other property with respect to any credit or debit card charge, check or other instrument, electronic funds transfer, or other type of paper-based or electronic payment, transfer, or charge transaction for which a Person acts as a processor, remitter, funds recipient or funds transmitter in the ordinary course of its business.

"*Settlement Asset*" means any cash, receivable or other property, including a Settlement Receivable, due or conveyed to a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person or an Affiliate of such Person.

"*Settlement Indebtedness*" means any payment or reimbursement obligation in respect of a Settlement Payment.

"*Settlement Lien*" means any Lien relating to any Settlement or Settlement Indebtedness (and may include, for the avoidance of doubt, the grant of a Lien in or other assignment of a Settlement Asset in consideration of a Settlement Payment, Liens securing intraday and overnight overdraft and automated clearing house exposure, and similar Liens).

"*Settlement Payment*" means the transfer, or contractual undertaking (including by automated clearing house transaction) to effect a transfer, of cash or other property to effect a Settlement.

"*Settlement Receivable*" means any general intangible, payment intangible, or instrument representing or reflecting an obligation to make payments to or for the benefit of a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person.

"*Short Derivative Instrument*" means a Derivative Instrument (i) the value of which generally decreases, and/or the payment or delivery obligations under which generally increase, with positive changes to the Performance

References and/or (ii) the value of which generally increases, and/or the payment or delivery obligations under which generally decrease, with negative changes to the Performance References.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02(w)(2) of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Completion Date.

"*Similar Business*" means (1) any business conducted or proposed to be conducted by ParentCo or any of its Subsidiaries on the Completion Date or (2) any business or other activities that are reasonably similar, incidental, ancillary, complementary or related to, or a reasonable extension, development or expansion of, the businesses in which ParentCo and any of its Subsidiaries were engaged on the Completion Date.

"*Specified Asset Sale Proceeds*" means an amount equal to (1) the sum of the Adjusted Net Proceeds received since the Completion Date by or on behalf of ParentCo or any of the Restricted Subsidiaries in respect of any Asset Sale that exceeds the aggregate Applicable Net Proceeds since the Completion Date plus (2) the sum of the Net Proceeds received since the Completion Date by or on behalf of ParentCo or any of the Restricted Subsidiaries in respect of any Asset Sale in an amount not exceeding (A) the greater of (x) $253,184,000 and (y) 21.5% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis in the case of any single transaction or series of related transactions and (B) the greater of (x) $541,696,000 and (y) 46% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis for all such transactions during any fiscal year of ParentCo (the amount in this clause (2), the "*Excess Asset Sale Proceeds Amount*").

"*Specified Event of Default*" means an Event of Default under clauses (1), (2) or (6) of the first paragraph under the caption "Events of Default and Remedies."

"*Specified Transaction*" means, with respect to any period, any Investment, LOI Acquisition, Producer Recruitment, sale, transfer or other disposition of assets, incurrence or repayment of Indebtedness, Restricted Payment, subsidiary designation or other event that by the terms of the Indenture requires "Pro Forma Compliance" with a test or covenant thereunder or requires such test or covenant to be calculated on a Pro Forma Basis or after giving Pro Forma Effect thereto.

"*Sponsors*" means collectively, (a) Stone Point and (b) CD&R.

"*Stone Point*" means Stone Point Capital LLC, and any successor in interest thereto, and any successor to its investment management business.

"*Stone Point Expense Reimbursement Agreement*" means the Expense Reimbursement Agreement, dated on or about the Completion Date, by and among ParentCo and/or one or more Restricted Subsidiaries, on the one hand, and Stone Point, on the other hand, pursuant to which Stone Point shall be entitled to expense reimbursement and indemnification from ParentCo and/or any direct or indirect parent company of ParentCo and/or one or more of their respective Subsidiaries for certain consulting and other services.

"*Subordinated Indebtedness*" means, with respect to the Notes,

(1) any Indebtedness (other than (i) any intercompany Indebtedness owing to direct and indirect parent companies of ParentCo or any Restricted Subsidiary not prohibited under the Indenture or (ii) any Indebtedness in an aggregate principal amount not exceeding the greater of (x) $353.28 million and (y) 30% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a Pro Forma Basis) of any Issuer which is by its terms subordinated in right of payment to the Notes, and

(2) any Indebtedness (other than (i) any intercompany Indebtedness owing to direct and indirect parent companies of ParentCo or any Restricted Subsidiary not prohibited under the Indenture or (ii) any Indebtedness in an aggregate principal amount not exceeding the greater of (x) $353.28 million and (y) 30% of Consolidated EBITDA for the most recently ended Test Period as of such date, calculated on a

Pro Forma Basis) of any Guarantor which is by its terms subordinated in right of payment to the Guarantee of such entity of the Notes.

"*Subsidiary*" means, with respect to any Person (the "*parent*") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held (unless parent does not control such entity), or (b) that is, as of such date, otherwise controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

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

"*taxes*" means any and all present or future taxes, levies, imposts, duties, deductions, charges or

withholdings imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

"*Test Period*" means, at any date of determination, the most recent period of, at ParentCo's option on an individual basis, four consecutive fiscal quarters or twelve consecutive fiscal months of ParentCo ended on or prior to such time in respect of which the financial information necessary to calculate the relevant ratio is internally available.

"*Total Assets*" means, as of any date, the total consolidated assets of ParentCo and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of ParentCo and its Restricted Subsidiaries, determined on a Pro Forma Basis.

"*Total Net Leverage Ratio*" means, as of any date of determination, the ratio, on a Pro Forma Basis, of (a) Consolidated Total Indebtedness as of such date to (b) Consolidated EBITDA for the most recently ended Test Period as of such date.

"*Transaction Costs*" means all fees, costs and expenses incurred or payable by any Parent Entity, ParentCo or any Subsidiary in connection with the Transactions, including, without limitation, any upfront fees or original issue discount.

"*Transactions*" means, collectively, any or all of the following (whether taking place prior to, on or following the Completion Date) (1) the funding of the Senior Credit Facilities and the consummation of the other transactions contemplated by the Senior Credit Facilities, (2) the issuance of the Notes, (3) the contribution by the Investors and/or the Management Investors directly or indirectly of cash equity contributions to ParentCo on the

Completion Date in exchange for Equity Interests, (4) the Acquisition and the other transactions contemplated by the Acquisition Documents, (5) the repayment of all the existing third party Indebtedness for borrowed money of the Company and its subsidiaries as of the Completion Date (other than Indebtedness permitted to remain outstanding under each of the Indenture and the Senior Credit Facilities) and the discharge (or the making of arrangements for discharge) of all Liens (other than Liens permitted to remain in place under each of the Indenture and the Senior Credit Facilities), (6) the Special Distribution (as defined in the Acquisition Agreement), (7) the payment of the Transaction Costs and (8) all other transactions relating to any of the foregoing.

"*Treasury Rate*" means, the weekly average for each Business Day during the most recent week that has ended at least two Business Days prior to the Redemption Date of the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Selected Interest Rates (Daily) H.15 release that has become publicly available at least two Business Days prior to the Redemption Date (or, if such release is no longer published or the applicable information is no longer available thereon, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to , 2027; *provided*, *however*, that if the period from the Redemption Date to , 2027 is not equal to the constant maturity of a United States Treasury security for which a yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to such date is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939, as amended.

"*UCC*" means the Uniform Commercial Code of any applicable jurisdiction.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of ParentCo which at the time of determination is an Unrestricted Subsidiary (as designated by the Issuers, as provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Issuers may designate any Subsidiary of ParentCo (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or holds any Lien on, any property of, ParentCo or any Subsidiary of ParentCo (other than solely any Subsidiary of the Subsidiary to be so designated); *provided* that:

(1) such designation is not prohibited by the covenant described under the caption "Certain Covenants—Limitation on Restricted Payments"; and

(2) each of:

(a) the Subsidiary to be so designated; and

(b) its Subsidiaries,

has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of ParentCo or any Restricted Subsidiary except for guarantees by ParentCo or any of its Restricted Subsidiaries incurred in accordance with the applicable provisions of the Indenture.

The Issuers may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that, immediately after giving effect to such designation, no Event of Default shall have occurred and be continuing and either (1) ParentCo would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the first paragraph under "Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" or (2) either (a) the Interest Coverage Ratio of ParentCo and its Restricted Subsidiaries would be equal to or greater than it was immediately prior to such designation, on a Pro Forma Basis taking into account such designation. or (b) the Total Net Leverage Ratio of ParentCo and its Restricted Subsidiaries would be equal to or lesser than it was immediately prior to such designation, on a Pro Forma Basis taking into account such designation.

Any such designation by the Issuers shall be notified by the Issuers to the Trustee by promptly delivering to the Trustee a copy of the resolution of the board of directors of ParentCo or any committee thereof giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing provisions.

"*Verification Covenant*" has the meaning set forth in the second paragraph under the caption "Events of Default and Remedies."

"*Viggo*" means Viggo Investment Pte. Ltd.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment; by

(2) the sum of all such payments.

"*Wholly Owned Subsidiary*" of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares and shares issued to foreign nationals as required by applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

BOOK ENTRY, DELIVERY AND FORM

The notes are being offered and sold to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A ("Rule 144A Notes"). The notes also may be offered and sold to persons other than U.S. persons in offshore transactions in reliance on Regulation S ("Regulation S Notes"). Except as set forth below, the notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Notes will be issued at the closing of this offering only against payment in immediately available funds.

Rule 144A Notes representing the notes initially will be represented by one or more global notes in registered form without interest coupons ("Rule 144A Global Notes"). Regulation S Notes representing the notes initially will be represented by one or more temporary global notes in registered form without interest coupons ("Regulation S Temporary Global Notes"). Through and including the 40th day after the later of the commencement of this offering and the closing of this offering (such period, the "Distribution Compliance Period"), beneficial interests in the Regulation S Temporary Global Notes may be held only through the Euroclear System ("Euroclear") and Clearstream Banking, S.A. ("Clearstream") (as indirect participants in DTC), unless transferred to a person that takes delivery through a Rule 144A Global Note in accordance with the certification requirements described below under "Exchanges Among Global Notes." Within a reasonable time period after the expiration of the Distribution Compliance Period, the Regulation S Temporary Global Notes will be exchanged for one or more permanent notes in registered, global form without interest coupons (collectively, "Regulation S Permanent Global Notes") upon delivery to DTC of certification of compliance with the transfer restrictions applicable to the notes and pursuant to Regulation S as provided in the indenture. Regulation S Temporary Global Notes and Regulation S Permanent Global Notes are referred to herein as "Regulation S Global Notes" and Rule 144A Global Notes and Regulation S Temporary Global Notes are collectively referred to herein as "Global Notes."

Rule 144A Global Notes and Regulation S Temporary Global Notes will be deposited upon issuance with Citibank, N.A., as registrar as custodian for DTC and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in Rule 144A Global Notes may not be exchanged for beneficial interests in Regulation S Global Notes at any time except in the limited circumstances described below. See "— Exchanges Among Global Notes." Except as set forth below, Global Notes may be transferred only to another nominee of DTC or to a successor of DTC or its nominee, in whole and not in part. Except in the limited circumstances described below, beneficial interests in Global Notes may not be exchanged for notes in certificated form and owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of notes in certificated form. See "— Exchange of Global Notes for Certificated Notes."

Rule 144A Global Notes and Regulation S Global Notes (including beneficial interests in the notes they represent) will be subject to certain restrictions on transfer and will bear restrictive legends as described under "Transfer Restrictions." In addition, transfers of beneficial interests in Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. None of the issuers, the Trustee, the Registrar or the Paying Agent take any responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the Rule 144A Global Notes and the Regulation S Global Notes, DTC will credit the accounts of Participants designated by the initial purchasers with portions of the principal amount of the Rule 144A Global Notes and the Regulation S Global Notes; and

(2) ownership of these interests in Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in Global Notes).

Investors in Rule 144A Global Notes who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in Rule 144A Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) that are Participants in DTC. All interests in a Global Note may be subject to the procedures and requirements of DTC. Investors in Regulation S Global Notes must initially hold their interests therein through Euroclear or Clearstream, if they are participants in those systems, or indirectly through organizations that are participants. After the expiration of the Distribution Compliance Period (but not earlier), investors may also hold interests in Regulation S Global Notes through Participants in the DTC system other than Euroclear and Clearstream. Euroclear and Clearstream will hold interests in Regulation S Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream, which in turn hold such interests in customers' securities accounts in the depositaries' names on the books of DTC. Interests in a Global Note held through Euroclear or Clearstream may be subject to the procedures and requirements of those systems (as well as to the procedures and requirements of DTC). The laws of some states require that certain persons take physical delivery in definitive form of securities that they own and the ability to transfer beneficial interests in a Global Note to Persons that are subject to those requirements will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge those interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of those interests, may be affected by the lack of a physical certificate evidencing those interests.

Except as described below, owners of an interest in Global Notes will not have notes registered in their names, will not receive physical delivery of definitive notes in registered certificated form ("Certificated Notes") and will not be considered the registered owners or "Holders" thereof under the indenture for any purpose.

Payments in respect of the principal of and premium, if any, and interest on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the indenture. Under the terms of the indenture, the issuers, the Registrar, the Paying Agent and the Trustee will treat the Persons in whose names notes, including Global Notes, are registered as the owners of such notes for the purpose of receiving payments and for all other purposes. Consequently, none of the issuers, the Trustee, the Registrar, the Paying Agent or any agent of the issuers or the Trustee, the Registrar, the Paying Agent has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on that payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee, the Registrar, the Paying Agent or the issuers. None of the issuers, the Registrar, the Paying Agent or the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of any notes, and the issuers and the Trustee, the Registrar and the Paying Agent may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "Transfer Restrictions," transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note from DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a Holder of notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of the portion of the aggregate principal amount of the notes as to which that Participant or those Participants has or have given the relevant direction. However, if there is an Event of Default under the notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute those notes to its Participants. Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of interests in Global Notes among Participants, they are under no obligation to perform those procedures, and may discontinue or change those procedures at any time.

None of the issuers, the Registrar, the Paying Agent or the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear, Clearstream or their respective Participants or Indirect Participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for a Certificated Note if:

- DTC (a) notifies us that it is unwilling or unable to continue as depositary for the applicable Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in each case, a successor depositary is not appointed; or

- there has occurred and is continuing an Event of Default with respect to the notes and such beneficial owner requests that its notes be issued in physical certificated form.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee, the Registrar and the Paying Agent by or on behalf of DTC in accordance with the indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in a Global Note will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Transfer Restrictions," unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

If Certificated Notes are issued in the future, they will not be exchangeable for beneficial interests in any Global Note unless the transferor first delivers to the issuers, the Registrar, the Paying Agent and the Trustee a written certificate (in the form provided in the indenture) to the effect that the transfer will comply with the appropriate transfer restrictions applicable to the notes being transferred. See "Transfer Restrictions."

Exchanges Among Global Notes

Prior to the expiration of the Distribution Compliance Period, beneficial interests in a Regulation S Global Note may be exchanged for beneficial interests in a Rule 144A Global Note only if:

- the exchange occurs in connection with a transfer of the notes pursuant to Rule 144A; and
- the transferor first delivers to the issuers, the Registrar, the Paying Agent and the Trustee a written certificate (in the form provided in the indenture) to the effect that the notes are being transferred:
- to a Person who (i) the transferor reasonably believes to be a qualified institutional buyer within the meaning of Rule 144A and (ii) is purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; and
- in accordance with all applicable securities laws of the states of the US and other jurisdictions.

Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the issuers, the Registrar, the Paying Agent and the Trustee a written certificate (in the form provided in the indenture) to the effect that the transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or Rule 144.

Transfers involving exchanges of beneficial interests between a Regulation S Global Note and a Rule 144A Global Note will be effected in DTC by means of an instruction originated by the DTC Participant through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect the changes in the principal amounts of the Regulation S Global Note and the Rule 144A Global Note, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a Person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in the original Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interest in the other Global Note.

Same Day Settlement and Payment

We will make payments in respect of notes represented by Global Notes, including payments of principal, premium, if any, and interest by wire transfer of immediately available funds to the accounts specified by DTC or its nominee. We will make all payments of principal of and premium, if any, and interest on Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Certificated Notes or, if no account is specified, by mailing a check to each Holder's registered address. Notes represented by Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in notes represented by Global Notes will, therefore, be required by DTC to be settled in immediately available funds. Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

CERTAIN U. S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations that may be relevant to the purchase, ownership and disposition of the notes issued pursuant to this offering as of the date hereof to U.S. Holders and Non-U.S. Holders (each as defined below). This summary deals only with notes that are held as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), by a holder that acquires the notes at their initial issue price (i.e., the first price at which a substantial amount of the notes is sold to investors for cash, excluding sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers).

This summary is based upon provisions of the Code, U.S. Treasury regulations promulgated thereunder, published administrative guidance of the Internal Revenue Service (the "IRS"), judicial decisions and other applicable authorities, all as in effect as of the date hereof. All of these authorities may be changed or subject to differing interpretations, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those summarized below. We have not sought, and do not expect to seek, any ruling from the IRS with respect to the statements made or the conclusions reached in this summary, and there can be no assurance that the IRS or a court will agree with those statements or conclusions or that a court would not sustain any challenge by the IRS in the event of litigation. Moreover, this summary does not address any U.S. federal tax considerations other than income tax considerations (including estate or gift tax considerations), state, local, or non-U.S. tax considerations or considerations under any applicable tax treaty. In addition, this summary is general in nature and does not purport to be a complete description of the U.S. federal income tax considerations that may be relevant to holders in light of their personal circumstances or status or to holders subject to special treatment under U.S. federal income tax laws (including, without limitation, former citizens or residents of the United States; regulated investment companies; real estate investment trusts; insurance companies; entities treated as partnerships or other passthrough entities for U.S. federal income tax purposes (or investors therein); banks or other financial institutions; tax-exempt entities; persons subject to special tax accounting rules as a result of any item of gross income with respect to the notes being taken into account in an "applicable financial statement," as defined in Section 451 of the Code; corporations that accumulate earnings to avoid U.S. federal income tax; U.S. Holders whose functional currency is not the U.S. dollar; S corporations; dealers in securities or currencies; traders in securities or currencies that elect to use the mark-to-market method of accounting for their securities holdings; persons holding notes as part of a "straddle," conversion transaction, integrated transaction, constructive sale transaction, hedge or hedging transaction; persons purchasing or selling notes as part of a wash sale for tax purposes; or entities subject to any of the anti-inversion rules).

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds notes, the tax treatment of a partner in such entity or arrangement generally will depend upon the status of the partner and the activities of the partner and the partnership. Entities or arrangements treated as a partnership for U.S. federal income tax purposes that are considering an investment in notes and partners therein should consult their own tax advisors as to the particular U.S. federal income tax consequences applicable to them.

The following discussion is for informational purposes only and is not a substitute for careful tax planning and advice. Prospective investors that are considering the purchase of notes should consult their own tax advisors concerning the particular U.S. federal income tax consequences to them of the purchase, ownership and disposition of notes, as well as the consequences to them arising under any other U.S. federal tax laws or the laws of any state, local or non-U.S. taxing jurisdiction or under any applicable treaty.

Certain Contingent Payments

In certain circumstances (see, e.g., "Description of the Notes—Optional Redemption," "Description of the Notes—Repurchase at the Option of Holders—Change of Control"), we may be obligated to pay amounts in excess of the stated interest or principal on the notes. The requirement to make any such payments may implicate the provisions of the Treasury regulations governing contingent payment debt instruments ("CPDIs"). However, according to the applicable Treasury regulations, certain contingencies (e.g., contingencies that are, in the aggregate and as of the date of issuance, "remote" or "incidental") will not cause a debt instrument to be treated as a CPDI. Although the matter is not free from doubt, we intend to take the position that, as of the date of issuance, the foregoing contingencies should not cause the notes to be treated as CPDIs.

Our determination that the notes are not CPDIs is binding on a holder, unless such holder expressly discloses its contrary position in the manner required by applicable Treasury regulations. Our determination is not, however, binding on the IRS. If the IRS were to successfully challenge our determination, a holder subject to U.S. federal income taxation may be required to accrue interest income on the notes at a higher rate than the stated rate of interest on the notes, and to treat any gain recognized on the taxable disposition of a note as ordinary income rather than as a capital gain. The remainder of this discussion assumes that the notes will not be treated as CPDIs.

Effect of the Escrow Sub Merger and Addition of a Co-Obligor

Upon the consummation of the Acquisition, the Escrow Issuer will merge with and into TIH, with TIH surviving the Escrow Sub Merger and assuming the obligations of the Escrow Issuer under the notes. In addition, from and after the consummation of the Acquisition and following the satisfaction of the Escrow Conditions (if applicable), McGriff Insurance will become a co-obligor on the notes and the notes will become fully and unconditionally guaranteed on a senior secured basis by Holdings, ParentCo, ParentCo's existing wholly-owned domestic restricted subsidiaries that guarantee the issuers' obligations under the Senior Credit Facilities (other than Panther Co-Issuer, which will be a guarantor under the Senior Credit Facilities and a co-issuer of the notes) and any future wholly-owned domestic subsidiary of Holdings of which ParentCo is a subsidiary that guarantees the obligations of the issuers under the Senior Credit Facilities.

For U.S. federal income tax purposes, a modification of a debt instrument may under certain circumstances be treated as an exchange of the debt instrument for a new debt instrument. In general, the modification is considered to be a taxable exchange when, taking into account all modifications to the debt instrument collectively, the legal rights or obligations that are altered, and the degree to which they are altered, are economically significant (a "significant modification").

Although the matter is not free from doubt, we intend to take the position, and the remainder of this disclosure assumes, that under the applicable Treasury regulations, the change in obligor, the addition of an additional co-obligor and the change in security and credit enhancement, should not constitute a significant modification of the notes. Accordingly, for U.S. federal income tax purposes, a holder of notes should not recognize income, gain or loss with respect to the notes as a result of the Escrow Sub Merger, and should have the same adjusted basis and holding period in the notes as before the Escrow Sub Merger. We cannot provide assurance, however, that the IRS will not reach a different conclusion. Prospective holders of notes should consult their own tax advisors regarding the potential tax consequences of the Escrow Sub Merger.

U.S. Holders

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of a note that, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (i) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" within the meaning of Section 7701(a)(30) of the Code (a "U.S. Person") or (ii) has a valid election in effect to be treated as a U.S. Person for U.S. federal income tax purposes.

Stated Interest

Stated interest on a note generally will be taxable to a U.S. Holder as ordinary income at the time such interest is accrued or received in accordance with the U.S. Holder's regular method of tax accounting for U.S. federal income tax purposes.

Sale or Other Taxable Disposition of a Note

A U.S. Holder generally will recognize taxable gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note in an amount equal to the difference, if any, between the amount received for the note in cash or other property valued at fair market value (less amounts attributable to any accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and the U.S. holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note generally will equal the amount such U.S. Holder paid for the note. Any gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the note for more than one year at the time of the sale or other taxable disposition. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

Information reporting generally will apply to payments of interest on, and the proceeds from a sale or other taxable disposition (including a redemption or retirement) of, notes held by a U.S. Holder. In addition, backup withholding (currently at a rate of 24%) generally will apply to such payments unless such U.S. Holder provides the applicable withholding agent such U.S. Holder's taxpayer identification number, certified under penalties of perjury, as well as certain other information or otherwise establishes an exemption from backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Tax Considerations Applicable to Non-U.S. Holders

For purposes of this discussion, a "Non-U.S. Holder" means a beneficial owner of a note that, for U.S. federal income tax purposes, is an individual, corporation, trust or estate that is not a U.S. Holder.

Payments of Interest

Subject to the discussions of backup withholding and FATCA below, payments of interest on a note to a Non-U.S. Holder generally will be exempt from U.S. federal income and withholding tax, provided that:

- such Non-U.S. Holder does not actually or constructively own stock (or capital or profits interests, if applicable) possessing 10% or more of the total combined voting power of all classes of any issuer's voting stock (or capital or profits interests, if applicable);

- such Non-U.S. Holder is not a "controlled foreign corporation" that is actually or constructively related to us through stock ownership under the applicable provisions of the Code;

- such Non-U.S. Holder is not a bank whose receipt of interest on the notes is described in Section 881(c)(3)(A) of the Code;

- such interest is not effectively connected with such Non-U.S. Holder's conduct of a trade or business in the United States; and

- the applicable withholding agent has received documentation required by applicable Treasury regulations from the Non-U.S. Holder or an applicable intermediary through which the Non-U.S. Holder holds its notes, as applicable, properly certifying, under penalty of perjury, that such non-U.S. Holder is not a U.S. Person, which is generally delivered using a duly completed and executed IRS Form W-8BEN or W-8BEN-E, as applicable.

If a Non-U.S. Holder cannot satisfy the requirements described above, payments of interest on a note to such non-U.S. holder generally will be subject to a 30% U.S. federal withholding tax, unless such non-U.S. holder provides the applicable withholding agent with a properly executed IRS Form W-8BEN or Form W-8BEN-E (or other applicable form), as applicable, claiming an exemption from or reduction in U.S. federal withholding tax under an applicable income tax treaty or IRS Form W-8ECI (or other applicable form) providing that interest paid on the note is not subject to U.S. federal withholding tax because it is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States.

If interest on a note is effectively connected with a Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such interest is attributable), the Non-U.S. Holder will generally be exempt from the 30% withholding tax, provided the certification requirements discussed above are satisfied, but will be subject to U.S. federal income tax on that interest on a net basis in generally the same manner as if such Non-U.S. Holder were a U.S. Holder. In addition, if the Non-U.S. Holder is a corporation, it may be subject to a U.S. branch profits tax at a rate of 30% (or lower rate under an applicable income tax treaty) of its effectively connected earnings and profits, subject to certain adjustments.

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their own tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Sale or Other Taxable Disposition of a Note

Subject to the discussions of backup withholding and FATCA below, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax with respect to any gain recognized on the sale, exchange, redemption, retirement or other taxable disposition of a note (other than any amount representing accrued but unpaid interest on the note, which is subject to the rules discussed above under "—Payments of Interest") unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or

- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

If the first exception applies, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder will generally be subject to U.S. federal income tax on the taxable gain recognized on the disposition in generally the same manner as if it were a U.S. Holder. In addition, if such Non-U.S. Holder is a corporation, it may be subject to a U.S. branch profits tax at a rate of 30% (or lower applicable income tax treaty rate) of its effectively connected earnings and profits, subject to certain adjustments. If the second exception applies, the non-U.S. holder will generally be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such gain, which gain may be offset by certain U.S. source capital losses, provided that the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Information Reporting and Backup Withholding

Interest paid to a Non-U.S. Holder on a note and the amount of tax, if any, withheld with respect to those payments generally will be reported to the IRS. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which a Non-U.S. Holder resides under the provisions of an applicable income tax treaty. In general, a non-U.S. holder will not be subject to backup withholding with respect to payments of interest on the notes, provided that the Non-U.S. Holder provides the certification described above under "—Payments of Interest."

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds from a sale or other taxable disposition (including redemption or retirement) of a note within the United States or conducted through certain U.S.-related financial intermediaries, unless a Non-U.S. Holder certifies to the applicable withholding agent under penalties of perjury that it is not a U.S. Person or otherwise establishes an exemption. Proceeds of a disposition of a note paid outside the United States and conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, if any, provided the required information is timely furnished to the IRS.

FATCA

Sections 1471 through 1474 of the Code, commonly referred to as the Foreign Account Tax Compliance Act ("FATCA") impose withholding tax at a rate of 30% on payments of interest in respect of the notes and, subject to the discussion below, on the gross proceeds from the sale or disposition of notes, paid to a foreign financial institution (whether such institution is the beneficial owner or an intermediary), unless the foreign financial institution enters into an agreement with the U.S. Department of the Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity (whether such entity is the beneficial owner or an intermediary) unless the entity certifies that it does not have any substantial U.S. owners, the entity furnishes identifying information regarding each substantial U.S. owner or an exemption applies.

The U.S. Department of the Treasury recently released proposed regulations which, if finalized in their present form, would eliminate the U.S. federal withholding tax of 30% applicable to the gross proceeds of a sale or disposition of a debt instrument. In the preamble to the proposed regulations, the U.S. Department of the Treasury provided that taxpayers may generally rely on the proposed regulations until final regulations are issued.

Prospective holders should consult their own tax advisors regarding the possible implications of FATCA with respect to an investment in notes.

TRANSFER RESTRICTIONS

The notes offered hereby and the guarantees are subject to restrictions on transfer as summarized below. By purchasing the notes offered hereby, you will be deemed to have made the following acknowledgements, representations to and agreements with us and the initial purchasers:

(1) You acknowledge that:

- the notes offered hereby and the guarantees have not been and will not be registered under the Securities Act or any other securities laws and are being offered for resale in transactions that do not require registration under the Securities Act or any other securities laws; and

- unless so registered, the notes offered hereby may not be offered, sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws, and in each case in compliance with the conditions for transfer set forth in paragraph (5) below.

(2) You acknowledge that this offering memorandum relates to an offering that is exempt from registration under the Securities Act and may not comply in material respects with the SEC rules and regulations that would apply to an offering document relating to a registered public offering of securities.

(3) You represent that you are not an affiliate (as defined in Rule 144 under the Securities Act) of ours, that you are not acting on our behalf and that either:

- you are a qualified institutional buyer (as defined in Rule 144A) and are purchasing notes for your own account or for the account of another qualified institutional buyer, and you are aware that the initial purchasers are selling the notes to you in reliance on Rule 144A; or

- you are not a U.S. person (as defined in Regulation S) or purchasing for the account or benefit of a U.S. person and you are purchasing the notes in an offshore transaction outside of the US in accordance with Regulation S.

(4) You acknowledge that neither we nor the initial purchasers nor any person representing us or the initial purchasers has made any representation to you with respect to us or the offering of the notes offered hereby, other than the information contained in this offering memorandum. Accordingly, you acknowledge that no representation or warranty is made by the initial purchasers as to the accuracy or completeness of such materials. You represent that you are relying only on this offering memorandum in making your investment decision with respect to the notes offered hereby. You agree that you have had access to such financial and other information concerning us, the notes and the guarantees as you have deemed necessary in connection with your decision to purchase the notes, including an opportunity to ask questions of and request information from us.

(5) You represent that you are purchasing the notes for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the notes and the guarantees in violation of the Securities Act, subject to any requirement of law that the disposition of your property or the property of that investor account or accounts be at all times within your or their control and subject to your or their ability to resell the notes pursuant to Rule 144A or any other available exemption from registration under the Securities Act. You agree on your own behalf and on behalf of any investor account for which you are purchasing notes offered hereby, and each subsequent holder of the notes by its acceptance of the notes will agree, that the notes may be offered, sold or otherwise transferred only:

(a) to the issuers;

(b) under a registration statement that has been declared effective under the Securities Act;

(c) for so long as the notes are eligible for resale under Rule 144A, to a person the seller reasonably believes is a qualified institutional buyer that is purchasing the notes for its own account or for the account of another qualified institutional buyer and to whom notice is given that the transfer is being made in reliance on Rule 144A;

(d) through offers and sales to non-U.S. persons that occur outside the United States in an offshore transaction in compliance with and within the meaning of Regulation S; or

(e) under any other available exemption from the registration requirements of the Securities Act (other than Rule 144); subject in each of the above cases to any requirement of law that the disposition of the seller's property or the property of an investor account or accounts be at all times within the seller's or account's control and to compliance with any applicable state securities laws.

You also acknowledge that:

- the above restrictions on resale will apply from the issue date until the date that is one year (in the case of Rule 144A notes) or 40 days (in the case of Regulation S notes) and the notes may not be sold in reliance on Rule 144, even if then available;

- we, the Paying Agent, the Registrar and the Trustee reserve the right to require in connection with any offer, sale or other transfer of notes under clauses (d) and (e) above the delivery of an opinion of counsel, certifications and/or other information satisfactory to us, the Paying Agent, the Registrar and the Trustee; and

- each note offered hereby will contain a legend substantially to the following effect:

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT ("REGULATION S"), (2) AGREES TO OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER SUCH NOTE ONLY (A) TO THE ISSUERS, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) OUTSIDE THE UNITED STATES PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (OTHER THAN RULE 144), SUBJECT TO THE ISSUER'S, THE PAYING AGENT'S, THE REGISTRAR'S OR THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) OR (E) TO REQUIRE THE

DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUERS.

(6) You acknowledge that we, the initial purchasers, and others will rely upon the truth and accuracy of the above acknowledgments, representations and agreements. You agree that if any of the acknowledgments, representations or agreements you are deemed to have made by your purchase of notes is no longer accurate, you will promptly notify us and the initial purchasers. If you are purchasing any notes as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgments, representations and agreements on behalf of each account.

(7) You represent and warrant that either (i) no portion of the assets used by you to purchase or hold the notes (or any interest therein) constitutes assets of any (a) employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (b) plan, individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws"), or (c) entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clause (a) or (b) or (ii) the purchase and holding of the notes (or any interest therein) will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws and none of the issuers, Sponsors, guarantors, initial purchasers nor any of their respective affiliates (each, a "Transaction Party") is a fiduciary with respect to such purchase or holding of the notes (or interest therein), unless, solely with respect to an acquisition in which an affiliate of a Transaction Party acts as a fiduciary to the purchaser, a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited.

(8) You agree that you will give to each person to whom you transfer the notes offered hereby notice of any restrictions on transfer of such notes, including those described in this offering memorandum and the indenture that will govern the notes. You acknowledge that no representation is being made as to the availability of the exemption from registration provided by Rule 144A for the resale of the notes offered hereby.

(9) You acknowledge that none of the Registrar, the Paying Agent or the Trustee will be required to accept for registration of transfer any notes acquired by it, except upon presentation of evidence satisfactory to us, the Registrar, the Paying Agent and the Trustee that the restrictions set forth herein have been complied with.

(10) You hereby confirm that (a) you have such knowledge and experience in financial and business matters, that you are capable of evaluating the merits and risks of purchasing the notes and that you and any accounts for which you are acting are each able to bear the economic risks of your or their investment and (b) you are not acquiring the notes with a view towards any distribution thereof in a transaction that would violate the Securities Act or the securities laws of any state of the U.S. or any other applicable jurisdiction; *provided* that the disposition of your property and the property of any accounts for which you are acting as fiduciary will remain at all times within your control.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase and holding of the notes by (a) employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (b) plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") or provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws"), and (c) entities whose underlying assets are considered to include "plan assets," within the meaning of 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Asset Regulations") of any such plan, account or arrangement described in clause (a) or (b) (each of the foregoing described in clauses (a) (b), and (c) referred to as a "Plan").

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "ERISA Plan") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person (i) who exercises any discretionary authority or control over (a) the administration of such an ERISA Plan or (b) the management or disposition of the assets of such an ERISA Plan, or (ii) who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

Non-U.S. plans, U.S. governmental plans and certain U.S. church plans, while not subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of ERISA and Section 4975 of the Code (as discussed below), may nevertheless be subject to Similar Laws. Fiduciaries of any such Plans should consult with their counsel before purchasing the notes to determine the suitability of the notes for such Plan and the need for, and the availability, if necessary, of any exemptive relief under any such laws or regulations.

In considering whether to invest a portion of the assets of any Plan in the notes, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws. A plan fiduciary should consider the Plan's particular circumstances and all of the facts and circumstances of the purchase and holding of the notes, including, without limitation, the matters discussed above under "Risk Factors" in determining whether the purchase and holding of the notes satisfies these requirements.

Each Plan should consider the fact that none of the Transaction Parties is acting, or will act, as a fiduciary to any Plan with respect to the decision to purchase or hold the notes (other than, in the case of an acquisition in which an affiliate of a Transaction Party acts as a fiduciary to the Plan, where a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited). The Transaction Parties are not undertaking to provide any advice or recommendation, including, without limitation, in a fiduciary capacity, with respect to the decision to purchase or hold the notes. All communications, correspondence and materials from the Transaction Parties with respect to the notes are intended to be general in nature and are not directed at any specific purchaser of the notes, and do not constitute advice regarding the advisability of investment in the notes for any specific purchaser. The decision to purchase and hold the notes must be made solely by each prospective Plan purchaser on an arm's length basis.

This offer is not a representation by the issuers or any of its affiliates that the purchase and holding of the notes meets all legal requirements applicable to investments by Plans, or that such an investment is appropriate for any particular Plan.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of

ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and/or the Code. The purchase and/or holding of notes by an ERISA Plan with respect to which any Transaction Party is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and held in accordance with an applicable statutory, class or individual prohibited transaction exemption. Included among these exemptions are Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code for certain transactions between a Plan and non-fiduciary service providers to the Plan.

In addition, the U.S. Department of Labor has issued prohibited transaction class exemptions, or "PTCEs," that may apply to the purchase and holding of the notes. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any ERISA Plan involved in the transaction and provided further that the ERISA Plan pays no more than adequate consideration in connection with the transaction. Each of the above-noted exemptions contains conditions and limitations on its application. Fiduciaries of ERISA Plans considering purchasing and/or holding the notes in reliance of these or any other exemption should carefully review the exemption to assure it is applicable. There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Governmental plans, non-U.S. plans and certain church plans, while not subject to the prohibited transaction provisions of ERISA and Section 4975 of the Code, may nevertheless be subject to Similar Laws which may affect their investment in the notes. Any fiduciary of a governmental, non-U.S. or such a church plan considering an investment in the notes should consult with its counsel before purchasing notes to consider the applicable fiduciary standards and to determine the need for, and, if necessary, the availability of, any exemptive relief under any applicable Similar Laws.

Because of the foregoing, the notes should not be purchased or held by any person investing "plan assets" of any Plan unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or a similar violation of any applicable Similar Laws.

Representation

Accordingly, by acceptance of a note, each purchaser and subsequent transferee of a note (or any interest therein) will be deemed to have represented and warranted that (A) either (i) no portion of the assets used by such purchaser or transferee to purchase or hold the notes (or any interest therein) constitutes assets of any Plan or (ii) the purchase and holding of the notes by such purchaser or transferee will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws, and none of the Transaction Parties is a fiduciary or providing any investment or other advice, to such purchaser or transferee with respect to such purchase or holding of the notes (or interest therein), unless, solely with respect to an acquisition in which an affiliate of a Transaction Party acts as a fiduciary to the purchaser, a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited, and none of them shall at any time be relied upon as a fiduciary with respect to any decision to acquire, continue to hold or transfer the notes and (B) it will not sell or otherwise transfer such notes or any interest therein otherwise than to a purchaser or transferee that is deemed to make these same representations, warranties and agreements with respect to its purchase and holding of such note or any interest therein.

The foregoing discussion is general in nature and is not intended to be all inclusive, nor should it be construed as legal advice. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the purchase and holding of the notes. Purchasers of the notes have the exclusive responsibility for ensuring that their purchase and holding of the notes complies with the fiduciary responsibility rules of ERISA and does not violate the prohibited transaction rules of ERISA, the Code or applicable Similar Laws. The sale of a note to a Plan is in no respect a representation by any Transaction Party or any of their respective affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by any such Plan or that such investment is appropriate for any such Plan.

PLAN OF DISTRIBUTION

Morgan Stanley & Co. LLC is acting as representative of each of the initial purchasers named below. Subject to the terms and conditions set forth in a purchase agreement among us and the initial purchasers, we have agreed to sell to the initial purchasers, and each of the initial purchasers has agreed, severally and not jointly, to purchase from us, the principal amount of notes set forth opposite its name below.

Initial Purchasers	Principal Amount of the Notes
Morgan Stanley & Co. LLC	$
BofA Securities, Inc.	
J.P. Morgan Securities LLC	
Wells Fargo Securities, LLC	
Truist Securities, Inc.	
SPC Capital Markets LLC	
Barclays Capital Inc.	
RBC Capital Markets, LLC	
Citigroup Global Markets Inc.	
Goldman Sachs & Co. LLC	
KKR Capital Markets LLC	
BNP Paribas Securities Corp.	
Mizuho Securities USA LLC	
TD Securities (USA) LLC	
Apollo Global Securities, LLC	
Santander US Capital Markets LLC	
Jefferies LLC	
UBS Securities LLC	
BMO Capital Markets Corp.	
Capital One Securities, Inc.	
Citizens JMP Securities, LLC	
Natixis Securities Americas LLC	
Stifel, Nicolaus & Company, Incorporated	
R. Seelaus & Co., LLC	
Total	**$**

Subject to the terms and conditions set forth in the purchase agreement, the initial purchasers have agreed, severally and not jointly, to purchase all of the notes sold under the purchase agreement if any of these notes are purchased. If an initial purchaser defaults, the purchase agreement provides that the purchase commitments of the non-defaulting initial purchasers may be increased or the purchase agreement may be terminated.

We have agreed to indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the initial purchasers may be required to make in respect of those liabilities.

Commissions and Discounts

The representative has advised us that the initial purchasers propose initially to offer the notes at the offering price set forth on the cover page of this offering memorandum. After the initial offering, the offering price or any other term of the offering may be changed. The initial purchasers may offer and sell the notes outside of the United States. If the initial purchasers offer and sell the notes outside of the United States, such offer and sales may be made by certain of their affiliates.

Delivery of the Notes

It is expected that delivery of the notes will be made against payment therefor on or about the date specified on the cover of this offering memorandum, which is the business day following the date of pricing of the notes (such settlement cycle being referred to as "T+ "). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes prior to the date that is two business days preceding the settlement date will be required, by virtue of the fact that the notes will not initially settle in T+2, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their own advisors.

Notes Are Not Being Registered

The notes have not been, and will not be, registered under the Securities Act or any state securities laws. The initial purchasers propose to offer the notes for resale in transactions not requiring registration under the Securities Act or applicable state securities laws, including sales pursuant to Rule 144A under the Securities Act and Regulation S under the Securities Act. The initial purchasers will not offer or sell the notes except to persons they reasonably believe to be QIBs or pursuant to offers and sales to non-U.S. persons that occur outside of the United States within the meaning of Regulation S under the Securities Act. In addition, until 40 days following the later of the commencement or closing of this offering, an offer or sale of notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act. Each purchaser of the notes will be deemed to have made acknowledgments, representations and agreements as described under "Transfer Restrictions."

New Issue of Notes

The notes are a new issue of securities with no established trading market. We do not intend to apply for listing of the notes on any national securities exchange or for inclusion of the notes on any automated dealer quotation system. We have been advised by certain of the initial purchasers that they presently intend to make a market in the notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. We cannot assure the liquidity of the trading market for the notes. If an active trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected. If the notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

No Sales of Similar Securities

We have agreed that we will not, for a period of 45 days after the date of this offering memorandum, without first obtaining the prior written consent of Morgan Stanley & Co. LLC, directly or indirectly, issue, sell, offer to contract or grant any option to sell, pledge, transfer or otherwise dispose of, any debt securities or securities exchangeable for or convertible into debt securities, except for the notes sold to the initial purchasers pursuant to the purchase agreement.

Short Positions

In connection with the offering, the initial purchasers may purchase and sell the notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the initial purchasers of a greater principal amount of notes than they are required to purchase in the offering. The initial purchasers must close out any short position by purchasing notes in the open market. A short position is more likely to be created if the initial purchasers are concerned that there may be downward pressure on the price of the notes in the open market after pricing that could adversely affect investors who purchase in the offering.

Similar to other purchase transactions, the initial purchasers' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the notes or preventing or retarding a decline in the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market.

Neither we nor any of the initial purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the notes. In addition, neither we nor any of the initial purchasers make any representation that the representative will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

PRIIPs Regulation / Prohibition of Sales to European Economic Area Retail Investors

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in a member state of the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "Insurance Distribution Directive"), where that customer would not qualify as a "professional client" as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a "qualified investor" as defined in Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This offering memorandum has been prepared on the basis that any offer of notes in any member state of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of notes. This offering memorandum is not a prospectus for the purposes of the Prospectus Regulation.

The above selling restriction is in addition to any other selling restrictions set out below.

Notice to Prospective Investors in the United Kingdom

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "U.K."). For these purposes, a "retail investor" means a person who is one (or more) of the following (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "FSMA") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "U.K. Prospectus Regulation"). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "U.K. PRIIPs Regulation") for offering or selling the notes or otherwise making them available to retail investors in the U.K. has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the U.K. may be unlawful under the U.K. PRIIPs Regulation. This offering memorandum has been prepared on the basis that any offer of the notes in the U.K. will be made pursuant to an exemption under section 86 of the FSMA from the requirement to publish a prospectus for offers of notes. This offering memorandum is not a prospectus for the purposes of the U.K. Prospectus Regulation.

This offering memorandum has not been approved by an authorised person in the U.K. This offering memorandum is for distribution only to persons who: (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Financial Promotion Order"), (ii) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations etc.) of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”). This offering memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

Notice to Prospective Investors in Switzerland

The offering of the notes in Switzerland is exempt from requirement to prepare and publish a prospectus under the Swiss Financial Services Act (“FinSA”) because such offering is made to professional clients within the meaning of the FinSA only and the notes will not be admitted to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. This offering memorandum does not constitute a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the offering of the notes.

Notice to Prospective Investors in the Dubai International Financial Centre

This offering memorandum relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority (“DFSA”). This offering memorandum is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this offering memorandum nor taken steps to verify the information set forth herein and has no responsibility for this offering memorandum. The notes to which this offering memorandum relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the notes offered should conduct their own due diligence on the notes. If you do not understand the contents of this offering memorandum you should consult an authorized financial advisor.

In relation to its use in the DIFC, this offering memorandum is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the notes may not be offered or sold directly or indirectly to the public in the DIFC.

Notice to Prospective Investors in Canada

The notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions, and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the initial purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Hong Kong

No notes have been offered or sold, and no notes may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong

(“SFO”) and any rules made under that Ordinance; or in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (“CO”) or which do not constitute an offer or invitation to the public for the purpose of the CO or the SFO. No document, invitation or advertisement relating to the notes has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under that Ordinance.

Notice to Prospective Investors in Singapore

This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”)) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable for six months after that corporation or that trust has acquired the notes under Section 275 of the SFA, except:

(i) to an institutional investor under Section 274 of the SFA or to a relevant, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

In connection with Section 309B of the SFA and the CMP Regulations 2018, the Issuers have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), the classification of the notes as “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to Prospective Investors in Japan

The offering has not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948 of Japan, as amended, the "FIEA"), and the Initial Purchaser will not offer or sell any notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Other Relationships

The initial purchasers and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. In addition, some of the initial purchasers and their affiliates have engaged in, and may in the future engage in, investment banking, financing and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. Certain of the initial purchasers and/or their affiliates have also agreed to provide interim financing to us with respect to a bridge facility to finance a portion of the Acquisition under certain circumstances in the event that the notes are not released from escrow, for which the initial purchasers or their respective affiliates will be paid customary fees. In addition, certain of the initial purchasers and/or their affiliates have committed to act as arrangers, agents and/or lenders under our Senior Credit Facilities and will receive customary compensation in connection therewith. In addition, SPC Capital Markets, LLC, which is an initial purchaser in this offering, is an affiliate of Stone Point, one of our Sponsors. In addition, Truist Securities, Inc., which is an initial purchaser in this offering, is an affiliate of Truist, a seller under the Acquisition Agreement.

In addition, in the ordinary course of their business activities, the initial purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the initial purchasers or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, these initial purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The initial purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

LEGAL MATTERS

The validity of the notes and the enforceability of obligations under the notes and guarantees being issued will be passed upon for us by Paul, Weiss, Rifkind, Wharton & Garrison LLP, New York, New York. The initial purchasers are being represented in connection with this offering by Latham & Watkins LLP, New York, New York.

INDEPENDENT ACCOUNTANTS

The consolidated financial statements as of December 31, 2023 and 2022 and for each of the two years in the period ended December 31, 2023, included in this offering memorandum, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report included herein.

WHERE YOU CAN FIND MORE INFORMATION

Under the terms of the indenture that will govern the notes, we will agree that for so long as any of the notes remain outstanding, we will furnish to the Trustee and holders of the notes the information specified therein. See "Description of the Notes—Certain Covenants—Reports and Other Information."

This offering memorandum contains summaries of certain agreements that we have entered into or will enter into in connection with the Transactions, such as the indenture that will govern the notes offered hereby, the credit agreements that will govern the Senior Credit Facilities and the other agreements described under "Summary—The Transactions." The descriptions contained in this offering memorandum of these agreements are subject to, and qualified in their entirety by reference to, the definitive agreements.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Auditors

To the Management and Board of Managers of Truist Insurance Holdings, LLC

Opinion

We have audited the accompanying consolidated financial statements of Truist Insurance Holdings, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations, of comprehensive income, of changes in members' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

PricewaterhouseCoopers LLP, 214 North Tryon Street, Suite 4200, Charlotte, North Carolina 28202
T: (704) 344 7500, www.pwc.com/us

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Charlotte, North Carolina
March 21, 2024

Truist Insurance Holdings, LLC

Consolidated Balance Sheets

(Dollars in millions)	As of December 31, 2023	2022
Assets		
Current assets:		
Cash	$ 734	$ 1,489
Fiduciary cash	1,319	1,100
Commissions, fees and other receivables, net	518	509
Fiduciary receivables	1,537	1,352
Other current assets	72	84
Total current assets	4,180	4,534
Fixed assets, net	103	79
Operating lease assets	97	105
Goodwill	3,556	3,742
Amortizable intangible assets, net	1,248	1,359
Other assets	306	302
Total Assets	$ 9,490	$ 10,121
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 722	$ 563
Deferred revenue – current	48	45
Fiduciary liabilities	2,856	2,452
Other current liabilities	76	84
Total current liabilities	3,702	3,144
Deferred revenue – noncurrent	29	26
Deferred income taxes, net	2	119
Operating lease liabilities	90	94
Mandatorily redeemable preferred units	5,000	—
Other liabilities	68	63
Total Liabilities	8,891	3,446
Members' Equity		
Common stock – No shares authorized or issued and outstanding as of December 31, 2023; $.01 par value, 1,000 shares authorized and 100 shares issued and outstanding as of December 31, 2022	—	—
Members' interests	593	—
Additional paid-in capital	—	4,479
Retained earnings	—	2,172
Accumulated other comprehensive (loss) income	(5)	1
Non-controlling interests	11	23
Total Members' Equity	599	6,675
Total Liabilities and Members' Equity	$ 9,490	$ 10,121

The accompanying notes are an integral part of the Consolidated Financial Statements.

Truist Insurance Holdings, LLC

Consolidated Statements of Operations

(Dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022
Revenues		
Commissions and fees	$ 3,388	$ 3,051
Investment income	66	—
Other income	13	32
Total revenues	3,467	3,083
Expenses		
Compensation and benefits	2,210	1,914
Other operating expenses	514	424
Amortization	134	127
Depreciation	23	23
Impairment loss on goodwill	195	—
Interest	317	—
Total expenses	3,393	2,488
Income before income taxes	74	595
Income tax (benefit) expense	(136)	150
Net income	210	445
Net income (loss) attributable to non-controlling interests	(7)	6
Net income attributable to controlling interests	$ 217	$ 439

The accompanying notes are an integral part of the Consolidated Financial Statements.

Truist Insurance Holdings, LLC

Consolidated Statements of Comprehensive Income

(Dollars in millions)	Year Ended December 31, 2023	Year Ended December 31, 2022
Net income	$ 210	$ 445
Change in pension liability, net of taxes	(6)	15
Comprehensive income	204	460
Comprehensive income attributable to non-controlling interests	(7)	6
Comprehensive income attributable to controlling interests	$ 211	$ 454

The accompanying notes are an integral part of the Consolidated Financial Statements.

Truist Insurance Holdings, LLC

Consolidated Statements of Changes in Members' Equity

(Dollars in millions)	Common Stock: Shares Outstanding	Common Stock: Par Value	Additional Paid-In Capital	Members' Interests	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interests	Total Shareholder's Equity/ Members' Equity
Balances as of January 1, 2022	100	$ —	$ 3,873	$ —	$ 1,733	$ (14)	$ —	$ 5,592
Acquisitions of non-controlling interests	—	—	—	—	—	—	22	22
Distributions to non-controlling interests	—	—	—	—	—	—	(5)	(5)
Net income	—	—	—	—	439	—	6	445
Change in pension liability, net of taxes	—	—	—	—	—	15	—	15
Net contributions from Parent	—	—	606	—	—	—	—	606
Balances as of December 31, 2022	100	$ —	$ 4,479	$ —	$ 2,172	$ 1	$ 23	$ 6,675
Distributions to non-controlling interests	—	—	—	—	—	—	(5)	(5)
Net income prior to Partnership Conversion	—	—	—	—	256	—	1	257
Change in pension liability, net of taxes	—	—	—	—	—	(6)	—	(6)
Dividend to Parent	—	—	—	—	(1,282)	—	—	(1,282)
Net contributions from Parent prior to Partnership Conversion	—	—	25	—	—	—	—	25
Partnership Conversion	(100)	—	(4,504)	5,650	(1,146)	—	—	—
Preferred Units issuance	—	—	—	(5,000)		—	—	(5,000)
Net income (loss) post Partnership Conversion	—	—	—	(39)	—	—	(8)	(47)
Issuance of Common Units to co-investors	—	—	—	76	—	—	—	76
Full recourse loans to employees	—	—	—	(60)	—	—	—	(60)
Repayments and interest on full recourse loans to employees	—	—	—	10	—	—	—	10
Repurchase of Common Units				(1)	—	—	—	(1)
Distributions to Members	—	—	—	(110)	—	—	—	(110)
Equity-based compensation expense relating to TIH Plans	—	—	—	7	—	—	—	7
Net contributions from Parent post Partnership Conversion	—	—	—	60	—	—	—	60
Balances as of December 31, 2023	—	$ —	$ —	$ 593	$ —	$ (5)	$ 11	$ 599

The accompanying notes are an integral part of the Consolidated Financial Statements.

Truist Insurance Holdings, LLC

Consolidated Statements of Cash Flows

(Dollars in millions)	Year Ended December 31, 2023	2022
Cash flows from operating activities:		
Net income	$ 210	$ 445
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	23	23
Amortization	134	127
Non-cash stock-based compensation	32	59
Deferred income tax benefit	(115)	(1)
Reserve for policy cancellations and expected credit losses	54	43
Impairment loss on goodwill	195	—
Other non-cash operating adjustments, net	10	3
Net change in operating assets and liabilities:		
Commissions, fees and other receivables	(62)	(112)
Other current and long-term assets	14	(35)
Operating lease assets	32	30
Accounts payable, accrued expenses and other current liabilities	148	54
Other long-term liabilities	1	3
Deferred revenue	6	8
Operating lease liabilities	(36)	(32)
Changes in pension liability	1	1
Net cash provided by operating activities	647	616
Cash flows from investing activities:		
Cash paid for fixed assets	(36)	(20)
Cash paid for intangibles acquired in asset acquisitions	(23)	—
Acquisition of businesses, net of cash and fiduciary cash acquired	—	(1,113)
Net cash used in investing activities	(59)	(1,133)
Cash flows from financing activities:		
Fiduciary receivables and liabilities, net	219	173
Dividends to Parent	(1,282)	—
Distributions to Members	(110)	—
Distributions to non-controlling interests	(5)	(5)
Proceeds from employee co-investment in Common Units	16	—
Proceeds from repayments of full recourse loans to employees	10	—
Repurchase of Common Units	(1)	—
(Distributions to) / contributions from Parent	29	560
Net cash (used in) / provided by financing activities	(1,124)	728
Net (decrease) / increase in cash, inclusive of fiduciary cash	(536)	211
Cash, inclusive of fiduciary cash, at beginning of period	2,589	2,378
Cash, inclusive of fiduciary cash, at end of period	$ 2,053	$ 2,589

The accompanying notes are an integral part of the Consolidated Financial Statements.

Supplemental Consolidated Statements of Cash Flow Information

The following table summarizes supplemental cash flow information:

	Year Ended December 31,	
(Dollars in millions)	**2023**	**2022**
Cash paid for taxes	$ 8	$ 238
Cash paid for interest	210	—
Operating cash flows from operating leases	42	39
Operating lease assets obtained in exchange for new operating lease liabilities	31	14
Non-cash investing and financing activities:		
Increase in Goodwill related to measurement period adjustments	9	5
Non-controlling interests recognized through acquisitions	—	22
Recapitalization of common shares into mandatorily redeemable preferred units	5,000	—
Full recourse loans receivable issued for employee purchases of equity	60	—

The accompanying notes are an integral part of the Consolidated Financial Statements.

Notes to the Consolidated Financial Statements

1. Organization and Business Description

Business Description

Truist Insurance Holdings, LLC ("TIH LLC" or the "Company") is a subsidiary of Truist Financial Corporation ("TFC" or the "Parent") and is a leading insurance agency / brokerage network in the United States and globally, providing property and casualty, employee benefits, life, and title insurance to businesses and individuals. The Company operates as an agent or broker, and therefore, does not assume underwriting risks.

In February 2023, Truist Insurance Holdings, Inc. ("TIH Inc.") was converted into a Delaware Limited Liability Company (the "Partnership Conversion") named Truist Insurance Holdings, LLC. As a result, the capital stock of TIH Inc. was converted into Common Units of TIH LLC. After the Partnership Conversion, the Company's operations were conducted through TIH LLC, which is overseen by a Board of Managers. TIH Inc. and TIH LLC are referred to as "TIH" throughout the remainder of the Consolidated Financial Statements.

Subsequent to the Partnership Conversion, on April 3, 2023, TIH recapitalized a portion of its Common Units into Preferred Units and Class W Units. Refer to Note 9. Mandatorily Redeemable Preferred Units and Note 12. Members' Equity for additional information about the Preferred Units and Class W Units, respectively. Historically, the Company's operations have been included in TFC's U.S. federal consolidated tax return, certain foreign tax returns, and certain state tax returns. Pursuant to the Partnership Conversion, the Company has shifted from corporate taxation to pass-through taxation. Given the change in the Company's tax status, the comparative financial statements for prior periods are the financial statements of TIH Inc.

TIH consists of three operating segments: Retail, Wholesale, and Services. The Retail segment provides policy placement services directly to the insured, serving as an intermediary between insurance carriers or wholesale agents and the underlying commercial and individual insureds. In addition to policy placement services, the Retail segment provides risk management and other ancillary services, such as employee benefits administration. The Wholesale segment provides policy placement services to insurance carriers and retail agents, marketing and selling excess and surplus commercial and personal line insurance products through independent agents and brokers. In some cases, the Wholesale segment also provides post-placement administrative and claims management services. The Services segment provides policy placement services (specific to title insurance), as well as services associated with the execution of real estate transactions. In December 2023, the Company announced plans to reorganize the internal reporting of its existing Wholesale operating segment. Refer to Note 18. Subsequent Events for more information.

The Company is headquartered in Charlotte, North Carolina.

Basis of Presentation

The Consolidated Financial Statements have been presented in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") and have been derived from the Company's accounting records, inclusive of certain allocations of assets, liabilities and overhead costs of the Parent. These financial statements have been prepared on a consolidated basis, inclusive of the legal entities that historically comprised the TIH business. Throughout the years ended December 31, 2023 and 2022, TIH operated as part of TFC. These Consolidated Financial Statements have been prepared on a carve-out basis.

The accompanying Consolidated Financial Statements are presented on a stand-alone basis as if the operations of TIH had been conducted independently from TFC, and reflect assumptions, estimates, and allocations made by the Parent to depict TIH on that basis. Accordingly, the Consolidated Financial Statements may not be indicative of the results of TIH had it been a separate stand-alone entity during the periods presented, nor are the results stated herein indicative of what the Company’s financial position, results of operations and cash flows may be in the future.

The Consolidated Statements of Operations include all revenues and expenses directly attributable to TIH, as well as an allocation of expenses from the Parent for certain support functions provided on a centralized basis related to corporate functions, including finance, enterprise risk, legal, enterprise technology, and other functional activities. The expenses incurred by the Parent for the benefit of TIH have been allocated on a systematic and rational basis, based on either pro rata revenue or headcount. The Company considers the expense allocation methodology and results to be a reasonable reflection of its utilization of services and benefits received. However, the allocations may not reflect the expenses the Company would have incurred if the Company had been a standalone company for the periods presented. The impact of allocated expenses in the Consolidated Statements of Operations is summarized in Note 17. Related Party Transactions. The Consolidated Balance Sheets also include certain assets and liabilities that have historically been held at the Parent, but which are specifically identifiable and attributable to TIH.

Historically, cash has been managed through bank accounts controlled by TFC, as well as accounts controlled by TIH. Accordingly, cash controlled by TFC has been excluded from the Consolidated Balance Sheets, and only cash amounts in accounts controlled by the TIH business are reflected in the Consolidated Balance Sheets. Transfers of cash, both to and from TFC, are reflected as a component of Members' Equity in the Consolidated Balance Sheets and as a financing activity in the accompanying Consolidated Statements of Cash Flows. The majority of the Company’s operating cash is held in interest-bearing depository accounts at Truist Bank, a wholly owned subsidiary of TFC. TFC pays certain operating invoices on behalf of TIH. Transfers of cash to TFC for these purposes are reflected as operating activities in the accompanying Consolidated Statements of Cash Flows.

All intracompany transactions and accounts within the TIH consolidated entities have been eliminated. All intercompany transactions between TIH and the Parent are considered to be cash settled. Transactions between TIH and the Parent are discussed in Note 17. Related Party Transactions.

Revision of Previously Reported Amounts

The Company has revised the previously reported amounts for the following financial statement line items included within Current assets in the Company's Consolidated Balance Sheets as of December 31, 2022, to correct certain immaterial errors that were identified by the Company during the current year:

(Dollars in millions)	Previously Reported Balance	Revised Balance
Cash	$ 1,526	$ 1,489
Fiduciary cash	996	1,100
Commissions, fees and other receivables, net	472	509
Fiduciary receivables	1,456	1,352

These revisions had no impact on Total current assets or Total Assets, as previously reported by the Company as of December 31, 2022. These revisions had the following net impacts to the Company's Consolidated Statements of Cash Flows for the year ended December 31, 2022:

(Dollars in millions)	Previously Reported Balance	Revised Balance
Cash flows from operating activities:		
Commissions, fees and other receivables	$ (102)	$ (112)
Net Cash provided by operating activities	626	616
Cash flows from financing activities:		
Fiduciary receivables and payables, net	130	173
Net cash provided by financing activities	685	728
Net (decrease) increase in cash, inclusive of fiduciary cash	178	211
Cash, inclusive of fiduciary cash, at beginning of period	2,344	2,378
Cash, inclusive of fiduciary cash, at end of period	$ 2,522	$ 2,589

Reclassifications

In the fourth quarter of 2023, the Company reclassified certain expenses in the Consolidated Statements of Operations. The impact of such expenses on prior periods is immaterial and as such, the prior period has not been adjusted.

2. Use of Estimates

The preparation of the accompanying Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities and reported amounts of revenues and expenses. Actual results could differ from those estimates. Material estimates that are particularly susceptible to significant change include the valuation of goodwill and other intangible assets, recognition of contingent revenues, amortization of deferred costs, equity incentive compensation, and income taxes. The Company bases its estimates on historical experience and various assumptions that management believes to be reasonable based on specific circumstances.

3. Summary of Significant Accounting Policies

Revenue Recognition

The Company generates revenues primarily through commissions and fees from insureds, other brokerage firms and insurance carriers.

Generally, customers within the Retail segment are commercial and individual insured parties. The Retail segment generates revenues by:

- Identifying, negotiating and placing insurance coverage, principally related to property, casualty, employee benefits and other insurance products ("policy placement services"). These policy placement services may also be provided in conjunction with related and unrelated agents and brokers.
- Providing risk management consulting services, principally related to property and casualty insurance ("risk management services").
- Providing consulting and administration services related to employee benefits ("employee benefits services").

Generally, customers within the Wholesale segment are retail brokerage firms or insurance carriers. The Wholesale segment generates revenues by:

- Identifying, negotiating and placing insurance coverage, and providing related tools, resources and services to retail brokerage firms, principally related to excess and surplus, specialized or hard to place property, casualty, life, employee benefits and other insurance products ("policy placement services"). These services may be provided through, or in conjunction with, related and unrelated agents and brokers.
- Acting as an agent or broker for insurance carriers by providing services such as sales, marketing, selecting, negotiating, underwriting, servicing and placing insurance coverage on their behalf ("policy placement services").
- Providing claims administration services and other post-placement administrative services for insurance carriers ("claims administration and other post-placement administrative services").

Generally, customers within the Services segment are commercial and individual insured parties. The Services segment generates revenues by:

- Identifying, negotiating and placing title insurance (“policy placement services”).
- Providing settlement, recording, escrow and other trustee services in conjunction with real estate transactions (“closing services”).
- Acting as a qualified intermediary in facilitating the exchange of properties and providing escrow services in conjunction with Internal Revenue Code Section 1031 Exchanges (“1031 Exchange Services”).

Refer to Note 4. Revenue Recognition for more information.

Commissions and Fees

The Company earns commissions based on a percentage of premiums paid by insured parties, or contractually determined fees from customers based on an agreed-upon level of service, usually in lieu of commissions. Commissions are recognized at the effective date of the bound policy and generally are based on a percentage of premiums paid by the insured for insurance coverage or employee headcount for employer sponsored benefit plans. Commissions depend upon a large number of factors, including the type of risk being placed, the particular insurance carrier’s demand, the expected loss experience of the particular risk of coverage, and historical benchmarks surrounding the level of effort necessary for the Company to place and service the insurance contract. Rather than being tied to the amount of premiums, fees are most often based on an expected level of effort to provide services.

Most insurance premiums are subject to cancellations; therefore, commissions are recognized net of estimated policy cancellations, which are based upon the Company's historical cancellations. Commissions and fees for policy placement services are earned at a point in time upon the effective date of bound insurance coverage, as no performance obligation exists after coverage is bound. Any endorsement or other modification made to a policy is treated as a new contract with revenue recognized on the later of the endorsement binding date or the effective date of the modification. Commissions and fees for other services such as risk management, employee benefits management and administration, or claims administration services are generally recognized over time as the services are performed.

In situations where multiple performance obligations exist within a contract, the Company estimates the stand-alone selling price for each separate performance obligation and allocates the transaction price accordingly. The corresponding revenue is recognized as the performance obligations are fulfilled.

Supplemental Revenues

Certain insurance carriers may pay the Company additional revenues for the volume of premiums placed with them and for insights into the Company's sales pipeline, sales capabilities, or risk selection knowledge. These amounts are in excess of the commission and fee revenues discussed above, and not all insurance policies placed by the Company with insurance carriers are eligible for supplemental revenues. Unlike contingent revenues, discussed below, these revenues are primarily a fixed amount or fixed percentage of premium of the underlying eligible insurance contracts. For supplemental revenue contracts based on a fixed percentage of premium, the obligation to the carrier is substantially completed upon the effective date of the underlying insurance contract and revenue is fully earned at that time. For supplemental revenue contracts based on a fixed amount, revenue is recognized ratably over the contract period consistent with the performance of the Company's obligations, generally over an annual term. These revenues are received on a quarterly or annual basis.

Contingent Revenues

Contingent revenues are generated from contracts between the Company and insurance carriers for which the Company is compensated for certain growth, profitability, or other performance-based metrics. These amounts are variable and in excess of the commission and fee revenues discussed above, and not all policies placed with participating insurance carriers are eligible for contingent revenues. The Company's performance obligation of achieving these metrics is satisfied over time, and revenue is therefore recognized over time using a time-based measure of progress.

Accordingly, the Company must estimate the amount of consideration that will be received, such that a significant reversal of revenue is not probable. The Company determines estimates each period on a contract-by-contract or carrier-by-carrier basis, where available. Because the expectation of the contingent revenue amounts to be earned can vary from period to period, especially in contracts sensitive to loss ratios, the estimates might change significantly from quarter to quarter. Variable consideration is recognized when the Company concludes, based on all the facts and information available at the reporting date, that it is probable that a significant revenue reversal will not occur in future periods.

Depending on performance, the Company may be required to return contingent commissions to the insurance carrier. When such amounts are deemed probable and reasonably estimable, the Company records a contingent liability within Accounts payable and accrued expenses in the Consolidated Balance Sheets.

Third-Party Producer Costs

Third-party producer costs are excluded from gross revenues in the determination of total revenues. Third-party producer costs represent commissions paid to unrelated agents and brokers with respect to the placement of certain insurance policies. The Company recognizes this contra-revenue in the same manner as the commission revenue to which it relates.

Deferred Costs

The Company incurs costs to provide policy placement and other services. Those costs are either (i) costs to obtain a contract, (ii) costs to fulfill a contract, or (iii) all other costs. Refer to Note 4. Revenue Recognition for more information.

(i) Costs to obtain − The Company defers certain costs to obtain customer contracts, primarily incremental commissions paid to internal producers on new business. These incremental costs are deferred and amortized over a 15-year period. For all other incremental costs incurred to obtain customer contracts, the Company has applied the practical expedient to recognize the incremental costs of obtaining contracts as an expense when incurred, as the amortization period of the assets that otherwise would have been recognized is one year or less. When amortized, these incremental costs are included in Compensation and benefits in the Consolidated Statements of Operations.

(ii) Costs to fulfill – The Company incurs costs to fulfill a contract (or anticipated contract) with a customer that are expected to be recovered in the future. These costs relate to compensation and benefits of internal producers and related support staff who perform policy placement services, and are incurred prior to the effective date of the underlying policy. Deferrable costs to fulfill relate to fulfillment activities, which include collecting underwriting information from insureds or agents of the insureds, assessing their insurance needs and negotiating their placement with one or more insurance carriers, and underwriting their risk. Deferrable costs to fulfill incurred prior to the policy effective date are capitalized and expensed on the policy effective date.

(iii) Other costs that are not costs to obtain or fulfill are expensed as incurred. Examples include other operating costs such as rent, utilities, management costs, overhead costs, legal and other professional fees, technology costs, insurance related costs, communication and advertising, and travel and entertainment. Depreciation and amortization are expensed over the useful lives of the underlying assets.

Fiduciary Cash, Fiduciary Receivables and Fiduciary Liabilities

The Company presents certain assets and liabilities that arise from activities in which the Company engages as an intermediary, where it collects premiums from insureds to remit to insurance carriers or other agents/brokers, holds funds from insurance carriers to distribute to insureds for claims on covered losses, and holds refunds due to customers, as fiduciary assets and fiduciary liabilities.

Fiduciary cash in the Consolidated Balance Sheets represents funds in the Company's possession collected from insureds to be remitted to insurance carriers or other agents/brokers, and funds from insurance carriers to be distributed to insureds for the settlement of claims or refunds. The Company separately accounts for and holds these funds in a fiduciary capacity until disbursement, and the use of such funds is restricted by laws in certain states and foreign jurisdictions in which the Company operates. Various state and foreign agencies regulate insurance brokers and provide specific requirements that limit the type of investments that may be made with such funds. Accordingly, the Company may invest these funds in cash and money market fund accounts. The Company may earn interest income on these funds where allowed by state law. Such interest income is included in Investment income in the Consolidated Statements of Operations. The net change in fiduciary cash is represented by the net change in fiduciary receivables and fiduciary liabilities, and is presented as Net cash provided by financing activities in the Consolidated Statements of Cash Flows.

Uncollected premiums are presented as Fiduciary receivables in the Consolidated Balance Sheets. Likewise, payables to insurance carriers are consolidated and presented as Fiduciary liabilities in the Consolidated Balance Sheets.

The carrying amounts of Fiduciary cash, Fiduciary receivables, and Fiduciary liabilities in the accompanying Consolidated Balance Sheets approximate fair value because of the short-term duration of these instruments.

Commissions, Fees, and Other Receivables

Commissions, fees, and other receivables are net of allowances for estimated policy cancellations and expected credit losses. The allowance for estimated policy cancellations was $29 million and $32 million as of December 31, 2023 and 2022, respectively, which represents a reserve for future reversals in commission and fee revenues related to the estimated cancellation of placed insurance policies that were in force as of each year end. The allowance for expected credit losses was $9 million as of both December 31, 2023 and 2022. The Company establishes the allowance for estimated policy cancellations through a charge against Commissions and fees, and the allowance for expected credit losses through a charge to Other operating expenses.

The Company records the allowance for estimated policy cancellations upon initial recognition of receivables. The allowance for estimated policy cancellations is based on historical cancellation experience, with adjustments for known circumstances, when relevant. The Company records the allowance for expected credit losses upon the initial recognition of receivables. The allowance for credit losses represents the best estimate of lifetime expected credit losses based on a combination of factors, including an assessment of historical loss rates, current and expected economic conditions, aging of outstanding receivables, and other qualitative and quantitative analyses. Balances are written off against the allowance for credit losses when the Company determines that the balances are not recoverable. Both allowances are based on estimates and assumptions which could change in the future as more information becomes known and could impact the amounts reported and disclosed herein. The Company periodically reviews the adequacy of these allowances and makes adjustments as necessary.

Fixed Assets

Fixed assets consist primarily of software, computer equipment, leasehold improvements, furniture and fixtures, vehicles, and buildings. The Company carries fixed assets at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized using the straight-line method over the shorter of the improvements' estimated useful lives or the lease term. Expenditures for capital improvements are capitalized, and expenditures for maintenance and repairs are expensed to operations as incurred. Upon sale or retirement of fixed assets, the cost and related accumulated depreciation are removed from the accounts.

Refer to Note 8. Fixed Assets for more information.

Income Taxes

The Company's income tax expense is calculated based on expected income tax rates in the jurisdictions in which the Company operates and requires the use of management's estimates and judgments. Deferred tax assets and liabilities ("DTAs" and "DTLs") result from differences between the timing of the recognition of assets and liabilities for financial reporting purposes and for income tax purposes. They are measured using the applicable enacted income tax rates in the periods in which they are expected to be realized.

In assessing the realizability of DTAs, management considers whether it is more likely than not that some portion or all of the DTA will not be realized. The Company's ability to realize its DTAs depends upon the generation of sufficient future taxable income to allow for the utilization of its net operating loss carryforwards and future deductible temporary differences. The Company records valuation allowances to reduce the carrying value of DTAs to amounts that it expects are more-likely-than-not to be realized.

The determination of accruals for unrecognized tax benefits includes the application of complex tax laws. Management judgment is required in determining the gross unrecognized tax benefits' related liabilities. Accruals for unrecognized tax benefits are established when, despite the belief that tax positions are supportable, there remain certain positions that do not meet the minimum probability threshold, which is a tax position that is more-likely-than-not to be sustained upon examination by the applicable taxing authority.

Historically, the Company's operations have been included in TFC's U.S. federal consolidated tax return, certain foreign tax returns, and certain state tax returns. As a result of the Partnership Conversion, the Company has shifted from corporate taxation to pass-through taxation. This change in tax status resulted in the derecognition of deferred tax assets and liabilities, as well as unrecognized tax benefit reserves, through income taxes in the Consolidated Statements of Operations upon Partnership Conversion. Following the Partnership Conversion, TIH is predominantly comprised of partnerships and disregarded entities held by other partnerships – all of which are entity structures that are not subject to federal tax for purposes of each legal entity's separate financial statements. As such, for periods subsequent to the Partnership Conversion, federal income taxes will not be allocated to TIH, its subsidiary partnerships, or subsidiary disregarded entities for purposes of these financial statements, with the exception of one corporate entity and two foreign corporations for which relevant federal and foreign taxes will be considered on a stand-alone basis. For these corporate entities, the applicable taxes will continue to be reflected within these Consolidated Financial Statements. For the purposes of these Consolidated Financial Statements, the Company's income tax provision with respect to such corporate-form entities (including TIH prior to the Partnership Conversion) was computed as if the Company filed separate tax returns (i.e., as if the Company had not been included in the consolidated income tax return group with TFC). The separate-return method applies to the Consolidated Financial Statements of each member of a consolidated tax group as if the group member were a separate taxpayer. As a result, actual tax transactions included in the Consolidated Financial Statements of TFC may not be included in these Consolidated Financial Statements. Further, the Company's tax results as presented in the Consolidated Financial Statements may not be reflective of the results that the Company expects to generate in the future. Also, the tax treatment of certain items reflected in the Consolidated Financial Statements may not be reflected in the Consolidated Financial Statements and tax returns of TFC. It is conceivable that items such as net operating losses ("NOLs"), other deferred taxes, uncertain tax positions and valuation allowances may exist in the Consolidated Financial Statements that may or may not exist in TFC's Consolidated Financial Statements. Additionally, state taxes attributable to a limited number of states which tax the income of a partnership at the entity level will continue to be reflected within these Consolidated Financial Statements.

Prior to the Partnership Conversion, the Company had a tax sharing agreement with TFC that provided for payment to the Company for NOLs and tax credits in the year generated. The Company assumed that, in the event a tax attribute was reimbursed or utilized by TFC on a consolidated or combined return, the Company realized the benefits of the tax attribute and recorded the utilization as a current benefit and a transfer to TFC. This resulted in a current benefit generated in 2023.

Refer to Note 11. Income Taxes for more information.

Business Combinations

The Company uses the acquisition method of accounting for acquired businesses. Under the acquisition method, the Consolidated Financial Statements reflect the operations of an acquired business starting on the acquisition date of the business. The assets acquired and liabilities assumed are recorded at their respective estimated fair values at the date of the acquisition. Any excess of the purchase price over the estimated fair values of the identifiable net assets acquired is recorded as goodwill. Significant judgment is often required in estimating the fair value of assets acquired, particularly intangible assets. As a result, in the case of significant acquisitions, the Company normally obtains the assistance of third-party valuation specialists in estimating fair values of tangible and intangible assets. The fair value estimates are based on available historical information and on expectations and assumptions about the future, considering the perspective of market participants. While management believes those expectations and assumptions are reasonable, they are inherently uncertain. Unanticipated market or macroeconomic events and circumstances may occur, which could affect the accuracy or validity of the estimates and assumptions.

Refer to Note 5. Business Combinations for more information.

Goodwill and Amortizable Intangible Assets

Goodwill and amortizable intangible assets represent the excess of cost over the estimated fair value of net tangible assets of acquired businesses. Primary intangible assets are classified as either goodwill, customer relationships, trade names, non-compete agreements, or technology. Non-compete agreements and customer relationships, which consist of customer-related assets, are amortized in proportion to the realization of their economic benefit over their estimated useful lives ranging from two to twenty-five years. Trade names are amortized on a straight-line basis over their estimated useful lives ranging from two to fifteen years, and technology intangible assets are amortized on a straight-line basis over estimated useful lives ranging from two to five years. Goodwill is not amortized. The establishment of goodwill, customer relationships, trade names, non-compete agreements, and technology, and the determination of estimated useful lives are primarily based on valuations the Company receives from qualified independent third-party valuation specialists. The calculations of these amounts are based on estimates and assumptions using historical and projected financial information and recognized valuation methods. Different estimates or assumptions could produce different results. The Company carries identifiable intangible assets at cost, less accumulated amortization, in the accompanying Consolidated Balance Sheets.

The Company reviews goodwill for impairment at least annually and more frequently if business circumstances suggest that the carrying value of goodwill may not be recoverable. The Company performs such impairment reviews at the reporting unit level. The Company may initially perform a qualitative analysis to determine if it is more likely than not that the goodwill balance is impaired. The qualitative assessment considers all relevant factors specific to the reporting units, including macroeconomic conditions, industry and market considerations, overall financial performance, and relevant entity-specific events. If a qualitative assessment is not performed or if a determination is made that it is not more likely than not that the fair value of the reporting unit exceeds its carrying amount, then the Company will perform a quantitative analysis. The fair value of each reporting unit is compared to its carrying value. If the fair value of the reporting unit is less than its carrying value, a non-cash impairment charge is recognized for the amount by which the carrying value exceeds the reporting unit's fair value, with the loss not exceeding the total amount of goodwill allocated to that reporting unit.

During the year ended December 31, 2023, the Services reporting unit observed declines in its financial forecasts due to a decline in commercial real estate transactions attributable to rising interest rates. Therefore, the Company performed a quantitative impairment test over the Services reporting unit pursuant to which it recorded goodwill impairment of $195 million.

The Company performed a qualitative assessment as part of its annual goodwill impairment analysis with respect to the Retail and Wholesale reporting units and concluded it was more likely than not that the fair value of each reporting unit exceed its respective carrying amount. Accordingly, there was no indication of impairment and the quantitative impairment test for the Retail and Wholesale reporting units was not performed. During the year ended December 31, 2022, the Company performed a qualitative assessment for its annual goodwill impairment analysis and concluded it was more likely than not that the fair value of each reporting unit exceed its respective carrying amount. Accordingly, there was no indication of impairment and the quantitative impairment test was not performed for any reporting unit.

Refer to Note 6. Goodwill for more information.

The carrying value of amortizable intangible assets attributable to each asset group is periodically reviewed by management to determine if there are events or changes in circumstances that would indicate it is more likely than not that their carrying amounts may not be recoverable. Accordingly, if there are any such changes in circumstances during the year, the Company assesses the carrying value of the amortizable intangible assets by considering the estimated future undiscounted cash flows generated by the corresponding asset group. Any impairment identified through this assessment may require that the carrying value of related amortizable intangible assets be adjusted and charged against current period earnings as a component of Other operating expenses. There were no impairments recorded to Amortizable intangible assets, net in the Consolidated Balance Sheets in either of the years ended December 31, 2023 and 2022, respectively. The determinations of undiscounted cash flows used to test the recoverability of an intangible asset and the fair value of such asset are based on estimates and assumptions related to the amount and timing of future cash flows and future interest rates. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

Refer to Note 7. Amortizable Intangible Assets for more information.

Equity Incentive Compensation

Parent Equity Incentive Plans

The Company's employees have historically participated in TFC's equity incentive plans (the "TFC Plans") that provide for the grant of Restricted Stock Awards ("RSAs"), Restricted Stock Units, ("RSUs") and Performance Share Units ("PSUs"). In addition, during 2022, TFC adopted an employee stock purchase plan (the "ESPP"). Compensation cost has been allocated to the Company based on the awards and terms previously granted to TIH employees. The Company determines compensation cost associated with RSUs and PSUs based on the fair value of underlying TFC common stock on the date of grant less the present value of expected dividends that will be forgone during the vesting period. Compensation cost for RSAs and RSUs is generally recognized over the vesting period taking into account retirement eligibility. Forfeitures are recognized when they occur. For PSUs, compensation cost is recognized over the vesting period after considering the number of awards expected to vest based on the estimated probability of achieving the associated performance targets.

Refer to Note 13. Equity Incentive Compensation for more information.

TIH Equity Incentive Plan

On April 3, 2023, the Board of Managers of TIH adopted several equity incentive plans (referred to collectively as the "TIH Plans") pursuant to which it may issue Phantom Equity Units, Phantom Profits Interests and Profits Interests to TIH employees and other service providers. The terms of each are further described in Note 13. Equity Incentive Compensation.

For all awards, compensation cost is recognized over the applicable requisite service period using the graded vesting method, taking into account accelerated vesting provisions for retirement-eligible employees (applicable to the Phantom Equity Units only). Forfeitures are recorded when they occur.

Preferred Units

Preferred Units that are mandatorily redeemable at specified or determinable dates or otherwise require settlement by issuing a variable number of Common Units are classified as a liability. Preferred Units that are mandatorily redeemable and have a fixed redemption amount and fixed redemption date are accreted to the redemption value using the effective interest method. Such accretion, as well as any distributions, are included in Interest in the Company's Consolidated Statements of Operations.

Refer to Note 9. Mandatorily Redeemable Preferred Units, for more information.

Financial Instruments

The Company does not use derivative instruments to hedge exposures to financial risks. The Company reviews the terms of all financial instruments it issues, including all forms of debt and equity financing arrangements, to determine if such instruments are themselves derivatives in their entirety. Each instrument that is not a derivative in its entirety is assessed to determine whether it contains embedded derivatives that are required to be bifurcated and accounted for as a derivative financial instrument. The embedded derivative is bifurcated from the host contract and accounted for as a freestanding derivative at fair value if (i) the combined instrument is not accounted for in its entirety at fair value, (ii) the terms of the embedded derivative are not clearly and closely related to the economic characteristics of the host contract, and (iii) a separate instrument with the same terms as the embedded derivative would qualify as a derivative instrument. Changes in fair value of any bifurcated embedded derivative are recorded in earnings.

Additionally, the Company may issue freestanding equity-linked contracts when entering into financing arrangements. The characteristics of such instruments, including the ability of the Company to control the method of settlement, are assessed under relevant guidance to determine if classification as a component of Members' equity or liabilities is appropriate.

The Company assessed all arrangements it entered into during the year ended December 31, 2023 and identified no embedded derivatives that required bifurcation; however, there were freestanding equity-linked contracts issued in connection with the April 2023 Partnership Conversion. Refer to Note 12. Members' Equity for additional information. The Company did not enter into arrangements during the year ended December 31, 2022 that required assessment.

Retirement Plans

Parent-Sponsored Plans

Certain of the Company’s employees participate in defined benefit pension plans sponsored by TFC, which also include participants of other TFC businesses. The Company’s participation in these plans is accounted for as participation in multiemployer benefit plans. Accordingly, the Company does not record an asset or liability to recognize any portion of the funded status of such plans. The related pension expense is based on an allocation of all components of net periodic benefit costs associated with the Company's employees and is reported within Compensation and benefits in the Consolidated Statements of Operations. In addition, TFC has voluntary defined contribution plans for the benefit of substantially all Company employees meeting certain eligibility requirements. Expenses for defined contribution plans are recorded when services are rendered by employees.

TIH-Sponsored Plans

In addition to the Parent-sponsored plans described above, the Company sponsors defined benefit pension plans for certain internal producers in the Retail segment. These defined benefit pension plans are unfunded. Calculation of the obligations and related expenses under these plans requires the use of actuarial valuation methods and assumptions.

The Company uses the corridor approach for the recognition of actuarial gains and losses resulting from variances between actual results and such actuarial assumptions. The corridor approach defers these amounts in accumulated other comprehensive income (loss). Such unrecognized gains and losses recorded in accumulated other comprehensive income (loss) are amortized as a component of Compensation and benefits in the Consolidated Statements of Operations over the average remaining service period of plan participants, when the net gains and losses exceed 10% of the projected benefit obligation at the beginning of the year. Prior service costs and credits are similarly charged or credited to accumulated other comprehensive income (loss) and subsequently amortized over the average remaining service period of employees expected to receive benefits under the plan.

Refer to Note 14. Retirement Plans for more information.

Retention Bonus Arrangements

To retain top talent, the Company grants upfront bonuses in the form of forgivable loans to certain employees, that are generally subject to claw-back over a service period of three to seven years. Upon initial payment, the Company records a prepaid asset that is amortized to compensation expense as the future services are rendered over the duration of the requisite service period. If the minimum requisite service is not rendered upon an employee leaving the Company, the Company attempts to recover any unearned portion of compensation, and subsequently reverses any previously recognized compensation cost when successful in recovering amounts. These retention bonus arrangements were discontinued with limited exceptions during the year ended December 31, 2023, as the new TIH Plans are expected to augment the retention bonus arrangements in the future.

Non-Controlling Interests

Non-controlling interests represent third parties' ownership interests in certain consolidated subsidiaries. The Company evaluates its non-controlling interests to determine whether there are any redemption features that require presentation outside of permanent equity. There are currently no outstanding non-controlling interests that the Company may be required to repurchase under put options or other contractual redemption requirements that are not solely within its control. Accordingly, non-controlling interests are presented as a component of permanent equity in the Consolidated Balance Sheets.

Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, penalties, and other sources are recorded when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. The Company does not discount the contingent liabilities recorded. Outcomes associated with contingent liabilities may differ from the Company's estimates, resulting in an impact, positive or negative, on earnings.

Refer to Note 15. Commitments and Contingencies for more information.

Leases

The Company assesses at inception of a contract if it contains a lease. This assessment is based on: (i) whether the contract involves the use of a distinct identified asset, (ii) whether the Company obtains the right to substantially all the economic benefit from the use of the asset throughout the period, and (iii) whether the Company has the right to direct the use of the asset. If these criteria are met and a lease has been identified, the Company accounts for the contract as a lease under relevant accounting guidance.

Substantially all of the Company's leases are classified as operating leases, and they primarily represent real estate leases for office space used to conduct the Company's business\, that expire on various dates through June 30, 2032. Leases generally have terms ranging between 1 to 10 years, and contain renewal options and escalation clauses based upon increases in the lessors' operating expenses and other charges.

The right-of-use asset is initially measured at cost, which is primarily composed of the initial lease liability, plus any initial direct costs incurred, less any lease incentives received. The lease liability is initially measured at the present value of the minimum lease payments through the term of the lease. Minimum lease payments are discounted to present value using the Company's incremental borrowing rate at the lease commencement date, which approximates the rate of interest the Company expects to pay on a secured borrowing in an amount equal to the lease payments for the underlying asset under similar terms and economic conditions. The Company has elected not to recognize right-of-use assets and lease liabilities for short-term leases that have a term of twelve months or less at the commencement date. The effect of short-term leases on the Company's right-of-use asset and lease liability balances would not be material.

Refer to Note 16. Leases for more information.

4. Revenue Recognition

The following tables present revenues disaggregated by operating segment and revenue source. Amounts presented under "Other" include any income not attributable to operating segments.

	Year Ended December 31, 2023				
(Dollars in millions)	**Retail**	**Wholesale**	**Services**	**Other**	**Total**
Base commissions (1)	$ 959	$ 1,700	$ 65	$ —	$ 2,724
Fees (2)	174	354	25	—	553
Supplemental and contingent commissions (3)	79	32	—	—	111
Investment income (4)	19	45	—	2	66
Other income (5)	9	3	1	—	13
Total revenues	$ 1,240	$ 2,134	$ 91	$ 2	$ 3,467

	Year Ended December 31, 2022				
(Dollars in millions)	**Retail**	**Wholesale**	**Services**	**Other**	**Total**
Base commissions (1)	$ 890	$ 1,514	$ 78	$ —	$ 2,482
Fees (2)	141	294	22	—	457
Supplemental and contingent commissions (3)	70	42	—	—	112
Other income (5)	22	5	3	2	32
Total revenues	$ 1,123	$ 1,855	$ 103	$ 2	$ 3,083

(1) Base commissions generally represent a percentage of the premium paid by an insured and are affected by fluctuations in both premium rate levels charged by insurance carriers and the insureds' underlying

"insurable exposure units", which are units that insurance carriers use to measure or express insurance exposed to risk (such as property values, or sales and payroll levels) to determine what premium to charge the insured. Insurance carriers establish these premium rates based upon many factors, including loss experience, risk profile and reinsurance rates paid by such insurance carriers, none of which the Company controls.

(2) Fee revenues relate to compensation for services other than policy placement services and fees negotiated in lieu of commissions.

(3) Supplemental and contingent commissions include additional commissions over base commissions received from insurance carriers, primarily based on one or multiple of the following metrics: volume, growth, retention, profit, underwriting results, or loss ratios.

(4) Investment income consists primarily of interest on cash and fiduciary cash. There was an immaterial amount of investment income for the year ended December 31, 2022.

(5) Other income consists primarily of income from non-recurring legal settlements and other miscellaneous income.

During the years ended December 31, 2023 and 2022, the amount of revenue recognized related to performance obligations satisfied in a previous period, inclusive of changes due to estimates, was approximately $27 million. These balances primarily consist of variable consideration received on contingent commission arrangements.

Receivables, Contract Assets, and Contract Liabilities

The balances of receivables, contract assets, and contract liabilities arising from contracts with customers as of December 31, 2023 and 2022 were as follows:

	As of December 31,	
(Dollars in millions)	**2023**	**2022**
Receivables, net (1)	$ 275	$ 277
Contract assets, net	243	232
Contract liabilities	77	71

(1) The Company has revised the previously reported amount of Receivables, net as of December 31, 2022. Refer to Note 1. Organization and Business Description for more information.

Contract assets arise when the Company recognizes revenue for amounts which have not yet been billed and are reflected in Commissions, fees and other receivables, net in the Company's Consolidated Balance Sheets. Deferred revenue (i.e., contract liabilities) relates to payments received in advance of performance under the contract, before the transfer of a good or service to the customer and is presented as Deferred revenue – current or Deferred revenue – noncurrent in the Consolidated Balance Sheets based on when the associated revenue is expected to be recognized.

Remaining Performance Obligations

Remaining performance obligations (i.e., contract liabilities) represent the portion of the contract price for which work has not been performed but cash has been received. As of December 31, 2023, the aggregate amount of the contract price allocated to remaining performance obligations was $77 million.

The estimated revenue expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) at the end of the reporting period is as follows:

(Dollars in millions)	Retail	Wholesale	Total
2024	$ 9	$ 39	$ 48
2025	—	16	16
2026	—	7	7
2027	—	3	3
2028	—	2	2
Thereafter	—	1	1
Total	$ 9	$ 68	$ 77

Other Assets and Deferred Costs

Incremental costs to obtain contracts – The Company capitalizes costs incurred to obtain contracts as “deferred contract costs”, which are included in Other assets in the Consolidated Balance Sheets. Deferred contract costs were $183 million and $157 million as of December 31, 2023 and 2022, respectively. For the years ended December 31, 2023 and 2022, the Company deferred $45 million and $32 million of incremental costs to obtain customer contracts, respectively. The Company recorded expense of $19 million and $17 million associated with the incremental costs to obtain customer contracts for the years ended December 31, 2023 and 2022, respectively.

Costs to fulfill contracts – The Company capitalizes costs incurred to fulfill contracts as “deferred contract costs”, which are included in Other current assets in the Consolidated Balance Sheets. Deferred contract costs were $47 million and $44 million as of December 31, 2023 and 2022, respectively. Capitalized fulfillment costs are amortized to expense on the policy effective date. The Company had net deferrals of $3 million and $10 million for the years ended December 31, 2023 and 2022, respectively. These net deferrals consist of current period costs related to performance obligations yet to be fulfilled, net of the expense of previously deferred contract fulfillment costs associated with performance obligations that were satisfied in the current period. Net expenses occur when the expense recognized within the current period exceeds the current period costs that were subject to deferral in the current period.

5. Business Combinations

2023 Acquisitions

The Company did not complete any business combinations during the year ended December 31, 2023.

2022 Acquisitions

During the year ended December 31, 2022, the Company acquired the net assets of two insurance agencies, Kensington Vanguard National Land Services (“Kensington Vanguard”) and Centerstone Insurance and Financial Services, Inc. (“BenefitMall”). The Company expanded its presence in the title insurance market by acquiring Kensington Vanguard and broadened the selection of products and services offered by its Wholesale segment by acquiring BenefitMall, one of the nation's leading employee benefits wholesale general insurance agencies. In both transactions, the Company purchased 100% of the outstanding equity interests therein. However, with respect to Kensington Vanguard, the Company acquired certain less-than-wholly-owned entities, resulting in the recognition of non-controlling interests (which is described further below).

The following table summarizes the total consideration transferred and non-controlling interests recognized as of the acquisition date for each transaction:

(Dollars in millions) **Name**	**Operating Segment**	**Effective Date of Acquisition**	**Cash Paid**	**Non-Controlling Interests**	**Total**
Kensington Vanguard National Land Services	Services	March 1, 2022	$ 325	$ 22	$ 347
BenefitMall	Wholesale	September 1, 2022	845	—	845
Total			$ 1,170	$ 22	$ 1,192

The following table summarizes the estimated fair values of the aggregate assets and liabilities acquired as of the date of each acquisition:

(Dollars in millions)	Kensington Vanguard National Land Services	BenefitMall	Total
Cash	$ 18	$ 21	$ 39
Fiduciary cash	—	16	16
Contract assets	—	52	52
Other current assets	12	7	19
Fixed assets	—	4	4
Goodwill	197	483	680
Operating lease assets	4	14	18
Customer relationships	130	283	413
Trade names	6	27	33
Non-compete agreements	2	4	6
Technology	—	21	21
Other assets	1	1	2
Total assets acquired	$ 370	$ 933	$ 1,303
Fiduciary liabilities	—	16	16
Other current liabilities	12	16	28
Deferred income taxes, net	7	41	48
Operating lease liabilities	4	14	18
Other liabilities	—	1	1
Total liabilities assumed	$ 23	$ 88	$ 111
Net assets acquired	$ 347	$ 845	$ 1,192

The identifiable intangible assets acquired are being amortized over a weighted average term of 14 years based on the estimated duration of economic benefits received.

Goodwill of $197 million, resulting from the acquisition of Kensington Vanguard, was assigned to the Services segment. This goodwill was subsequently impaired during 2023; refer to Note 6. Goodwill for more information. Goodwill of $483 million, resulting from the acquisition of BenefitMall, was assigned to the Wholesale segment. Goodwill amounts are net of any opening balance sheet adjustments within the allowable measurement period. Of the total goodwill of $680 million acquired in 2022, the amount deductible as of December 31, 2022 for income tax purposes was $131 million.

The non-controlling interests recognized in conjunction with the acquisition of Kensington Vanguard arose from acquired joint ventures, and were valued at $22 million using a market approach based on the multiple implied by the acquisition. For the acquisitions completed during 2022, the results of operations since the acquisition dates have been consolidated with those of the Company.

Additionally, in connection with the 2022 acquisition of Kensington Vanguard, the Company made upfront retention bonus payments that vest over a period of time based on continued employment over such defined time period. Certain individuals are eligible to receive additional amounts based on revenue growth targets as well as continued employment. Based on the terms of the arrangements, the Company concluded the payments represent compensation for post-acquisition services, to be accounted for separately from the business combination. Transaction costs associated with the 2022 acquisitions of Kensington Vanguard and BenefitMall were approximately $19 million and are included within Other operating expenses in the Consolidated Statements of Operations.

6. Goodwill

The changes in the carrying value of goodwill by operating segment for the years ended December 31, 2023 and 2022 are as follows:

(Dollars in millions)	Retail	Wholesale	Services	Total
Balance as of January 1, 2022	$ 1,095	$ 1,964	$ —	$ 3,059
Goodwill of acquired businesses (1)	—	486	197	683
Balance as of December 31, 2022	1,095	2,450	197	3,742
Goodwill adjustments during measurement period (2)	—	11	(2)	9
Goodwill impairment	—	—	(195)	(195)
Balance as of December 31, 2023	$ 1,095	$ 2,461	$ —	$ 3,556

(1) There were measurement period adjustments resulting in a $3 million increase to Goodwill recorded during 2022 related to the 2021 acquisition of Constellation Affiliated Partners.

(2) There were measurement period adjustments resulting in an increase to Goodwill in the Wholesale operating segment related to the 2022 acquisition of BenefitMall, and a decrease to Goodwill in the Services operating segment related to the 2022 acquisition of Kensington Vanguard.

During 2023, the Services reporting unit observed declines in forecasted income due to a decline in commercial and residential real estate transactions attributable to rising interest rates. The Company concluded that these factors were indicative of a triggering event that required the Company to perform an interim quantitative goodwill impairment assessment.

Determining the fair value of a reporting unit is judgmental in nature and involves the use of significant estimates and assumptions to evaluate the impact of operating and macroeconomic changes on the relevant reporting unit. The Company performed a valuation of the Services reporting unit using a combination of an income approach using a discounted cash flow methodology and a market approach using publicly traded company multiples in similar businesses. The goodwill impairment analysis required significant judgments to calculate the fair value of the Services reporting unit, including internally developed forecasts, estimations of the Services reporting unit's long-term rate of growth, risk and control premiums, the discount rate, identification of relevant comparable public companies, and selection of relevant market multiples within an identified range. The Company considered historical experience and all available information at the time the valuation was performed. Assumptions are subject to a high degree of judgment and uncertainty.

The results of the quantitative impairment assessment indicated that the carrying value of the Services reporting unit exceeded its fair value. As a result, the Company recorded a non-cash impairment loss of $195 million in the year ended December 31, 2023, which reduced the goodwill in the Services reporting unit to zero.

7. Amortizable Intangible Assets

Amortizable intangible assets as of December 31, 2023 and 2022 consisted of the following:

	December 31, 2023				December 31, 2022			
(Dollars in millions)	Gross carrying value	Accumulated amortization	Net carrying value	Weighted average life in years (1)	Gross carrying value	Accumulated amortization	Net carrying value	Weighted average life in years (1)
Customer relationships	$ 1,709	$ (527)	$ 1,182	11.5	$ 1,967	$ (689)	$ 1,278	10.2
Trade names	63	(22)	41	8.3	66	(18)	48	9.0
Non-compete agreements	11	(6)	5	1.9	18	(12)	6	1.9
Technology	35	(15)	20	3.7	35	(8)	27	4.7
Total	$ 1,818	$ (570)	$ 1,248	11.2	$ 2,086	$ (727)	$ 1,359	10.0

(1) Weighted average life calculated as of the date of acquisition.

During the year ended December 31, 2023, the Company consummated transactions in which substantially all of the fair value of the gross assets acquired was concentrated in Customer relationships. As a result, such transactions were accounted for as asset acquisitions rather than business combinations. Cash paid for these intangibles was $23 million.

The Company recorded $134 million and $127 million of amortization expense for the years ended December 31, 2023 and 2022, respectively. The following table presents the estimated amortization expense of identifiable intangibles as of December 31, 2023 for the next five years and thereafter:

(Dollars in millions)	Estimated Amortization
2024	$ 132
2025	127
2026	121
2027	114
2028	111
Thereafter	643
Total	$ 1,248

As described in Note 6. Goodwill, during 2023, the Company concluded that a triggering event had occurred with respect to the Services reporting unit, which necessitated a quantitative impairment assessment of the goodwill assigned to such reporting unit. In performing its assessment, the Company concluded the estimated future undiscounted cash flows of intangible assets in the reporting unit exceeded their carrying amount, and as a result, no impairment charge on intangible assets was recorded.

8. Fixed Assets

Fixed assets as of December 31, 2023 and 2022 consisted of the following:

(Dollars in millions)	Estimated Useful Life	2023	2022
Software and computer equipment	3-5 Years	$ 122	$ 113
Buildings and improvements	40 Years	36	9
Furniture and fixtures, vehicles	3-15 Years	35	38
Leasehold improvements	Shorter of the lease term or useful life of the asset	63	63
Total cost		256	223
Less accumulated depreciation		(153)	(144)
Total, net		$ 103	$ 79

The Company recorded $23 million of depreciation expense for fixed assets in both years ended December 31, 2023 and 2022.

9. Mandatorily Redeemable Preferred Units

Subsequent to the Partnership Conversion, a portion of TFC's existing ownership interest in the Company was recapitalized into mandatorily redeemable Preferred Units with a face value and initial liquidation preference of $5 billion, representing 5 million shares with a liquidation preference of $1,000 per share. The Company concluded the face amount of the Preferred Units should be recorded as a dividend to TFC.

The Preferred Units are entitled to quarterly distributions which accrue at a rate of 8.25% per annum whether or not declared. Compounding occurs on each quarterly distribution date to the extent payments are not made. The Preferred Units are mandatorily redeemable on the 50th anniversary of the issuance date or upon occurrence of liquidity events including an Initial Public Offering ("IPO") or Change of Control meeting certain criteria as defined in the Amended and Restated TIH LLC Agreement dated April 3, 2023 (the "LLC Agreement"). TIH may call the Preferred Units at any time five years after issuance thereof, and TFC may put the Preferred Units back to the Company at any time when its ownership of the Company falls below 50%. In all cases, the Preferred Units are required to be repurchased at the liquidation preference, including accrued but unpaid dividends.

Due to the mandatory redemption feature, the Preferred Units are classified as liabilities rather than as a component of equity, with the preferred annual returns being accrued and recorded as Interest in the Consolidated Statements of Operations. During the year ended December 31, 2023, TIH recognized interest expense of $315 million related to the Preferred Units, of which $210 million was paid in cash during the period. Interest not yet paid is recorded as accrued interest and included as a component of Accounts payable and accrued expenses in the Consolidated Balance Sheets as of December 31, 2023.

If the Company was required to redeem the Preferred Units at December 31, 2023, it would be required to pay $5,105 million, which is equal to the liquidation preference on the Preferred Units, including accrued but unpaid preferred returns. The maximum amount that the Company could be required to pay to redeem the Preferred Units on the mandatory redemption date is equal to the liquidation preference on the Preferred Units at such time, including accrued but unpaid preferred returns.

10. Revolving Credit Facility

On April 3, 2023, TIH entered into a Credit Agreement with TFC. Pursuant to the Credit Agreement, TFC has made available a $700 million credit facility from which the Company may draw revolving loans and letters of credit at any time through the fifth anniversary of the issuance thereof (the "Credit Facility"). Letters of credit are subject to a $200 million sublimit. As of December 31, 2023, the Company had not drawn on the Credit Facility. In addition, the unused portion of the Credit Facility is subject to a quarterly commitment fee that varies between 0.125% and 0.35% per annum, based on an agreed-upon leverage ratio. As of December 31, 2023, the commitment fee was 0.30%.

Draws on the Credit Facility are permitted in U.S. dollars and interest is variable at a rate based on Term Secured Overnight Financing Rate ("SOFR") or a base rate determined by reference to the highest of (i) the prime lending rate, (ii) the overnight federal funds rate plus 0.50% or (iii) one-month Term SOFR plus 1.00%, plus an applicable margin of up to 1.25%. The minimum base rate on draws bearing the base rate is 1.00%. Term SOFR loans bear an applicable margin of up to 2.25%.

11. Income Taxes

As discussed in Note 3. Summary of Significant Accounting Policies, as a result of the Partnership Conversion during 2023, TIH is now predominantly composed of partnerships and disregarded entities held by other partnerships. As such, for periods after the Partnership Conversion, federal income taxes will not be allocated to TIH LLC, its subsidiary partnerships, or subsidiary disregarded entities for purposes of these Consolidated Financial Statements. Further, a limited number of states tax the income of partnerships at the entity level, driving a low state effective tax rate for the Company. TIH does include one corporate entity and two foreign corporations for which relevant federal and foreign taxes are considered on a stand-alone basis and reflected within these Consolidated Financial Statements, if applicable.

Prior to the Partnership Conversion, the Company did not file separate income tax returns and was included in the federal and state income tax returns of TFC, filing in foreign jurisdictions in accordance with applicable consolidation rules. The income tax expense or benefit presented has been determined on a separate return basis as if the Company filed a separate income tax return in all periods presented. Prior to the Partnership Conversion, the Company had a tax sharing agreement with TFC that provided for payment to the Company for NOLs and tax credits in the year generated. The Company assumes that, in the event a tax attribute is reimbursed or utilized by TFC on a consolidated or combined return, the Company has realized the benefits of the tax attribute and records the utilization as a current benefit and a transfer to TFC. This resulted in a current benefit generated in 2023.

Given that the year ended December 31, 2022 took place prior to the Partnership Conversion, the resulting provision for income taxes for that period includes the impacts of U.S. corporate taxation. In comparison, the provision for income taxes for the year ended December 31, 2023 is reflective of the discretely calculated corporate tax impacts for January and February 2023 (prior to the Partnership Conversion) of $29 million, the tax benefit associated with the corporate deferred tax liability transfer to the Parent of $166 million, the tax benefit associated with the transfer of the unrecognized tax benefit to the Parent of $1 million, as well as tax impacts attributable to the remaining ten months in the year, calculated on a post Partnership Conversion basis.

TFC's federal income tax returns are no longer subject to assessment by the Internal Revenue Service ("IRS") for taxable years prior to 2020. With limited exceptions, TFC is no longer subject to assessment by state and local taxing authorities for taxable years prior to 2018.

Income tax (benefit) expense consists of the following:

	Year Ended December 31,	
(Dollars in millions)	**2023**	**2022**
Federal		
Current	$ (20)	$ 122
Deferred	(95)	—
Total	(115)	122
State:		
Current	(1)	28
Deferred	(20)	—
Total	(21)	28
Total	$ (136)	$ 150

Income tax (benefit) expense allocated to AOCI was an immaterial amount for the year ended December 31, 2023 and $5 million for the year ended December 31, 2022.

Income tax (benefit) expense differed from the amounts computed by applying the U.S. Federal income tax rate to pretax income as follows:

	Year Ended December 31,	
(Dollars in millions)	**2023**	**2022**
Federal income taxes at statutory rate	$ —	$ 124
Increase (decrease) in provision for income taxes as a result of:		
State income taxes, net of tax benefit	7	22
US federal tax prior to Partnership Conversion	23	—
Partnership Conversion impacts	(167)	—
Other, net	1	4
Income tax (benefit) provision	$ (136)	$ 150

For periods after the Partnership Conversion, federal income taxes will not be allocated to TIH, its subsidiary partnerships, or subsidiary disregarded entities; as such, the applicable federal statutory tax rate impact for the year ended December 31, 2023 rounds to zero. For the year ended December 31, 2022, the provision for income taxes represents an effective tax rate of 25.4%.

Significant DTAs and DTLs are presented in the following table:

(Dollars in millions)	December 31, 2023	December 31, 2022
DTAs		
Accruals and reserves	$ —	$ 9
Compensation and benefits	2	117
Pension	—	15
Operating lease liabilities	1	32
Unearned insurance commissions	1	28
Federal and state NOLs and other carryforwards	—	13
Other	—	3
Total DTAs	4	217
DTLs		
Goodwill and other intangible assets	4	233
Operating lease assets	1	26
Deferred costs	1	72
Fixed assets	—	5
Total DTLs	6	336
Deferred income taxes, net	$ (2)	$ (119)

The DTAs as of December 31, 2022 included federal and state NOLs and other federal and state carryforwards that would expire, if not utilized, in varying amounts and years. As of December 31, 2022, the Company believed it was more likely than not that the Company would not realize the benefits of some deferred tax assets. As such, a small valuation allowance was recorded related to certain state tax attributes. These attributes were distributed to the Parent in the Partnership Conversion and are no longer attributes of the Company as of December 31, 2023.

Estimated amounts related to underpayment of income taxes, including interest and penalties, are classified as a component of Income taxes in the Consolidated Statements of Operations and were not material for the years ended December 31, 2023 and 2022.

The following table provides a rollforward of the Company's gross federal and state unrecognized tax benefits ("UTBs"), excluding interest and penalties:

(Dollars in millions)	2023	2022
Balance, January 1	$ 1	$ —
Increases in UTBs due to acquisitions	—	1
Reduction in a prior year position	(1)	—
Balance, December 31	$ —	$ 1

The amount of UTBs that would favorably affect the Company's effective tax rate, if recognized, was $1 million as of December 31, 2022. Interest and penalties related to UTBs are recorded within Income taxes in the Consolidated Statements of Operations. Upon the Partnership Conversion, the unrecognized tax benefit was transferred to the Parent and a related tax benefit associated with the transfer of $1 million was recognized. There were no interest and penalties related to UTBs as of December 31, 2023 and 2022.

The Company recorded net income tax receivable of $4 million and $23 million for the years ended December 31, 2023 and 2022, respectively.

12. Members' Equity

The Amended and Restated TIH LLC Agreement dated April 3, 2023 ("LLC Agreement"), which initially became effective upon the Partnership Conversion in February 2023, provides for classes of units, allocation of profits and losses, distribution preferences, and other member rights. Pursuant to the LLC Agreement, TIH may issue an unlimited number of Preferred Units (refer to Note 9. Mandatorily Redeemable Preferred Units for more information), Common Units, Class W Units, and Incentive Units (refer to Note 13. Equity Incentive Compensation for more information; the Incentive Units represent equity instruments issued to an economic interest holder entity which then issues Profits Interests to employees). With respect to distributions, excluding tax distributions, the Preferred Units rank senior to the Common Units, Class W Units, and Incentive Units. The Common Units rank senior to the Class W Units and Incentive Units, which are entitled to distributions only after holders of the Common Units have received distributions equal to their initial investment. Incentive Units are subject to vesting conditions and receive distributions above a threshold value that is established upon initial grant.

One member holding Common Units and Class W Units has protections that allow the member to force the occurrence of certain liquidity events, including an IPO or Change of Control (that meet certain criteria as defined in the LLC Agreement) with respect to the interests held after minimum holding period requirements have been satisfied. In lieu of a liquidity event, TFC may elect to purchase the Common Units and Class W Units held by that member. Further, TFC may force minority interest holders to participate in certain defined transactions with respect to the Common Units and Class W Units, and the minority interest holders may be afforded participation in other defined transactions that TFC is participating in with respect to its interests in

TIH. Additional information about the rights and privileges of the Common Units and Class W Units is provided below.

Common Units

In addition to the rights described above, applicable to both the Common Units and Class W Units, members that are accredited investors, holding in excess of 5% of the outstanding Common Units, are entitled to preemptive rights allowing pro rata participation in certain issuances of additional securities by the Company to TFC. Such preemptive rights also apply to secondary transactions executed by TFC. The Company concluded the preemptive rights represent a freestanding financial instrument separate from the Common Units. At the issuance date and as of December 31, 2023, the Company concluded the preemptive rights had de minimis value, as they entitle the counterparty to purchase securities based on occurrence of a contingent event at a price to be determined in the future. The Company expects such price to approximate fair value at the time of purchase.

There were 975 million and zero Common Units issued and outstanding as of December 31, 2023 and December 31, 2022, respectively.

Class W Units

In addition to the rights described above, upon consummation of an IPO, holders of Class W Units shall receive warrants to purchase shares of common stock in the public registrant equal to 3.75% of its fully diluted capitalization (the “Warrant Rights”). The Company concluded the Warrant Rights constitute a freestanding financial instrument separate from the Class W Units. At the issuance date and as of December 31, 2023, the Company concluded the Warrant Rights had de minimis value, as they entitle the counterparty to receive warrants only upon an IPO, occurrence of which is inherently uncertain.

Class W Units held by corporate entities on behalf of others may be repurchased for cash upon an IPO at the direction of the TIH Board of Managers. Additionally, the Class W Units contain conversion rights that allow for exchange of Class W Units for Common Units with an equal value in contemplation of certain transactions other than an IPO. The Company shall provide for an equitable adjustment to the number of Class W Units outstanding in connection with a unit split, unit dividend, recapitalization or reclassification with respect to the Common Units.

There were 38 million and zero Class W Units issued and outstanding as of December 31, 2023 and December 31, 2022, respectively. During the year ended December 31, 2023, the Company declared and paid distributions of $110 million to members holding Common Units and Class W Units. Prior to the Partnership Conversion in February 2023 the Company declared and paid a dividend of $1.3 billion to TFC as the sole holder of TIH Inc. capital stock.

Common Units Co-Investment

In connection with the Partnership Conversion in February 2023, the Company provided certain employees with the opportunity to co-invest in TIH Common Units at fair value. TIH offered to fund up to 100% of the initial purchase price for such Common Units (subject to certain limitations) through a full recourse loan secured by the Common Units. Under the program, employees purchased 2 million Common Units for cash totaling $16 million and 6 million Common Units for full recourse loans totaling $60 million. The Company plans to enforce the recourse terms for the holders, which bear interest at the Applicable Federal Rate (“AFR”) in effect at issuance of the loan. Accordingly, the principal balance on the resulting loans is recorded as a deduction from Members’ Equity in the Consolidated Statements of Changes in Members' Equity and the issued Common Units are deemed not compensatory. During the year ended December 31, 2023, the Company received principal repayments on the full recourse loans of $10 million as well as an immaterial amount of interest payments, which were recorded as capital contributions upon receipt.

13. Equity Incentive Compensation

Parent Equity Incentive Plans

Prior to establishment of the TIH Plans in April 2023, the Company did not have its own stock or stock-based compensation plans. Eligible TIH employees participated in the TFC Plans, under which they were granted RSAs, RSUs, and PSUs. These awards were issued pursuant to plans approved by TFC shareholders, as well as those assumed from acquired entities. Substantially all awards were granted in February of each year. Grants to non-executive employees primarily consist of RSUs. Typical vesting periods under the TFC Plans range from one to five years and require continued service over such period to vest in the award, except for retirement eligible employees that may have shorter service requirements.

As of December 31, 2023, there were 34 million shares available for future grants under the TFC Plans.

All awards granted under the TFC Plans will be settled in shares of TFC common stock. As a result, all related equity account balances remain at the TFC level, with only expenses for the awards granted to the employees providing service to the Company recorded in the Consolidated Statements of Operations.

RSA, RSU and PSU Activity

The following table presents the activity related to awards of RSAs, RSUs and PSUs granted to TIH employees under the TFC Plans:

(Units in thousands)	Number of Units	Weighted Average Grant Date Fair Value
Nonvested at January 1, 2023	3,286	$ 50.12
Transfers In (Nonvested)	41	50.12
Granted	13	36.15
Vested	(1,396)	46.08
Forfeited	(137)	54.84
Nonvested at December 31, 2023	1,807	$ 52.85

Stock-Based Compensation Expense

The value of RSUs and PSUs is determined using the market value of TFC common stock at the date of grant, less the present value of expected dividends that will be foregone during the vesting period, and recognized as compensation expense ratably over the vesting period for awards without performance conditions. For PSUs, compensation expense is not recognized until achievement of the performance condition is probable. As of December 31, 2023, there was $13 million of unrecognized compensation expense relating to awards granted under the TFC Plans that will be recognized over a weighted average period of approximately 1.9 years.

Stock compensation expense relating to awards granted under the TFC Plans (excluding compensation cost resulting from the Employee Stock Purchase Plan, which is described below), recognized in Compensation and benefits in the Consolidated Statements of Operations was as follows:

	Year Ended December 31,	
(Dollars in millions)	2023	2022
Stock compensation expense related to RSAs, RSUs and PSUs	$ 25	$ 59
Stock compensation expense related to RSAs, RSUs and PSUs, net of tax	23	42

For awards granted under the TFC Plans, all of the stock compensation expense recognized by the Company in 2023 and 2022 is included within corporate allocations, of which $22 million and $57 million, respectively, relate directly to Company employees, and $3 million and $2 million in 2023 and 2022, respectively, is related to allocations for TFC's corporate and shared employee stock-based compensation expenses.

Employee Stock Purchase Plan

In addition to the equity incentive awards discussed above, TFC began sponsoring an ESPP in 2022. Eligible employees, including TIH employees, consist of those who have been employed for at least twelve months and work at least 20 hours per week. Under the ESPP, shares of TFC common stock may be purchased at the end of an offering period spanning six months at 85% of the fair market value on the purchase date. Employees may purchase shares having a value not exceeding 15% of their gross compensation during an offering period, but not more than the statutory limitation of $25,000 per year. During the year ended December 31, 2023, TIH employees purchased 528 thousand shares of TFC common stock at an average price of $27 per share, resulting in compensation cost of $3 million recorded in the Consolidated Statements of Operations. During the year ended December 31, 2022, TIH employees purchased 225 thousand shares of TFC common stock at an average price of $37, resulting in compensation cost of $2 million recorded in the Consolidated Statements of Operations.

TIH Equity Incentive Plan

As described in Note 3. Summary of Significant Accounting Policies, on April 3, 2023, TIH adopted the TIH Plans. Pursuant to the TIH Plans, TIH may issue the following types of awards to employees and other service providers:

- **Phantom Equity Units**. The Phantom Equity Units, issued directly by TIH pursuant to the Truist Insurance Holdings, LLC LTIP Unit Plan (the "Phantom Equity Units Plan"), provide for cash compensation in the future based on the equity value of TIH and vest in four equal annual tranches based solely on continued service over a four-year period (or shorter for retirement-eligible employees). Cash payments shall be made on the respective vesting date for each separately vesting tranche of the award based on fair value of the underlying equity at such time.
- **Phantom Profits Interests**. The Phantom Profits Interests, issued directly by TIH pursuant to the Truist Insurance Holdings, LLC Appreciation Unit Plan (the "Phantom Profits Interests Units Plan"), provide for cash compensation in the future based on appreciation in the TIH equity value above a threshold established at the time of issuance and vest on achievement of a performance condition including a Change of Control or occurrence of an IPO or Spin-Off (referred to collectively herein as "Triggering Events" or individually as a "Triggering Event") as defined in the Phantom Profits Interests Units Plan. Continued employment through consummation of the relevant Triggering Event (and in certain cases, for a fixed period after consummation of the relevant Triggering Event) is required. Cash payments shall be made on the relevant vesting date.
- **Profits Interests**. The Profits Interests, granted pursuant to the Truist Insurance Holdings, LLC Profits Interests Plan (the "Profits Interests Plan") represent a perpetual equity interest in an entity that holds Incentive Units issued directly by TIH. Certain of the Profits Interests vest annually in equal tranches based on continued service over a four-year period (the "Time-Vested Profits Interests"), while others are subject to the same Triggering Events as the Phantom Profits Interests (the "Event-Vested Profits Interests").

The Company concluded the Phantom Equity Units and Phantom Profits Interests must be classified as liabilities, as they are expected to be settled in cash. As liability-classified awards, the Phantom Equity Units and Phantom Profits Interests are required to be marked to fair value each period through settlement; however, with respect to the Phantom Profits Interests, no amounts are recognized as compensation cost until the underlying Triggering Events become probable of occurring. As of December 31, 2023, the Company concluded the occurrence of a Triggering Event was not probable, and accordingly, no compensation cost on the

Phantom Profits Interests and Event-Vested Profits Interests has been recognized.

The fair value of the Phantom Equity Units is determined based on the value of the underlying TIH Common Units (refer to the Stock Price input below, which describes how the fair value of TIH Common Units was determined) considering a discount for lack of marketability. The fair value of the Phantom Profits Interests is determined based on the Black-Scholes option pricing model, inputs to which are described below.

The Profits Interests represent perpetual, non-voting equity interests, and accordingly, the Company concluded equity classification is appropriate. The fair value of the Profits Interests is measured on the grant date using the Black-Scholes option pricing model and is not remeasured. Inputs to the Black-Scholes option pricing model, used to value the Phantom Profits Interests and Profits Interests (Time-Vested and Event-Vested), for grants issued during the year ended December 31, 2023 were derived as follows:

- **Stock Price.** Per-unit value estimated based on the Company's aggregate equity value implied by a secondary transaction that occurred with respect to its Common Units and Class W Units in April 2023, considering movements in the market capitalization of guideline public companies from such date to the respective valuation date.
- **Expected Term.** Determined based on management expectations regarding timing of a liquidity event with respect to TIH.
- **Risk-Free Rate.** The risk-free interest rate is based on the United States Treasury yield curve for a term that is consistent with the expected term of the underlying awards.
- **Volatility.** As the Time-Vested and Event-Vested Profits Interests are not publicly traded securities, volatility is estimated using average historical stock volatilities of several unrelated public companies that are considered comparable to TIH, adjusting for differences in capital structure, over a period equivalent to the expected term of the awards.
- **Dividend Yield.** The Company does not expect to pay dividends on its Common Units; accordingly, expected dividends are equal to zero.

During the year ended December 31, 2023, awards in the TFC Plans held by certain executives were cancelled and replaced with various awards under the TIH Plans. Refer to the sections below for additional information on the various types of awards issued during the year ended December 31, 2023.

Phantom Equity Units

TIH is authorized to issue 15 million Phantom Equity Units under the Phantom Equity Units Plan, of which 8 million were available for issuance at December 31, 2023. The following table presents the activity related to awards of Phantom Equity Units for the year ended December 31, 2023:

(Units in thousands)	Number of Units	Weighted Average Grant Date Fair Value
Nonvested at January 1, 2023	—	$ —
Granted	7,471	10.00
Vested	(110)	10.00
Forfeited	(320)	10.00
Settled	(18)	10.00
Nonvested at December 31, 2023	7,023	$ 10.00

During the year ended December 31, 2023, the Company recognized $30 million of compensation expense related to the Phantom Equity Units. The corresponding liability is recorded within Accounts payable and accrued expenses in the Consolidated Balance Sheets. As of December 31, 2023, there was $41 million of unrecognized compensation expense that will be recognized over a weighted average period of approximately 3.2 years within Compensation and benefits in the Consolidated Statements of Operations. There was no cash paid on vested Phantom Equity Units during the year ended December 31, 2023, as the shares that vested during the year ended December 31, 2023 resulted from an acceleration event rather than under the normal vesting schedule. Pursuant to the Phantom Equity Units Plan, cash payouts only occur under the normal vesting schedule.

The fair value of the Phantom Equity Units was determined based on the total equity value of TIH, considering a discount for lack of marketability. The Company determined the total equity value of TIH at December 31, 2023 based on the fair value implied by a secondary transaction that occurred with respect to the Common Units and Class W Units in April 2023, considering movements in the market capitalization of comparable public companies during the intervening period.

Phantom Profits Interests

TIH is authorized to issue 35 million Phantom Profits Interests under the Phantom Profits Interests Plan, of which 6 million were available for issuance at December 31, 2023. The following table presents the activity related to awards of Phantom Profits Interests for the year ended December 31, 2023:

(Units in thousands)	Number of Units	Weighted Average Grant Date Fair Value
Nonvested at January 1, 2023	—	$ —
Granted	29,707	2.78
Forfeited	(938)	2.74
Nonvested at December 31, 2023	28,769	$ 2.78

During the year ended December 31, 2023, there was no compensation expense recognized associated with the Phantom Profits Interests, as the underlying performance conditions, which require consummation of a Triggering Event to vest, were not probable of being satisfied at the end of the period. As of December 31, 2023, there was $44 million of unrecognized compensation expense that will be recognized in Compensation and benefits in the Consolidated Statements of Operations when a triggering transaction becomes probable of occurring, considering any requisite post-transaction employment requirements and the fair value of the Phantom Profits Interests upon vesting.

The fair value of the Phantom Profits Interests was determined using the following inputs to the Black-Scholes model as of December 31, 2023:

		December 31, 2023
Stock price	$	10.45
Strike price	$	10.00
Term (years)		1
Risk-free rate		4.70 %
Volatility		25.00 %
Dividend yield		— %

Profits Interests

TIH is authorized to issue 36 million Profits Interests under the Profits Interests Plan, of which 316 thousand were available for issuance at December 31, 2023. A portion of the Profits Interests granted during the period were issued in exchange for certain TFC awards held by TIH executives. The following table presents the activity related to awards of Profits Interests for the year ended December 31, 2023:

(Units in thousands)	Time-Vested Profits Interests		Weighted Average Grant Date Fair Value	Event-Vested Profits Interests		Weighted Average Grant Date Fair Value
Nonvested at January 1, 2023	—	$	—	—	$	—
Granted	7,180		2.83	28,799		2.83
Forfeited	—		—	(220)		2.69
Nonvested at December 31, 2023	7,180	$	2.83	28,579	$	2.80

During the year ended December 31, 2023, the Company recognized $7 million of compensation expense related to the Time-Vested Profits Interests. There was no compensation expense recognized on the Event-Vested Profits Interests, as the underlying performance conditions, which require consummation of a Triggering Event to vest, were not probable of being satisfied at the end of the period.

As of December 31, 2023, there was $13 million of unrecognized compensation expense on the Time-Vested Profits Interests that will be recognized over a weighted average period of approximately 3.3 years within Compensation and benefits in the Consolidated Statements of Operations. The unrecognized compensation cost of $81 million on the Event-Vested Profits Interests will be recognized in Compensation and benefits in the Consolidated Statements of Operations when a Triggering Event becomes probable of occurring, considering any requisite post-transaction employment requirements.

The following weighted-average inputs to the Black-Scholes model were used to value the Time-Vested Profits Interests and Event-Vested Profits Interests granted during the year ended December 31, 2023:

	Time-Vested Profits Interests	Event-Vested Profits Interests
Stock price	$ 9.46	$ 9.46
Strike price	$ 10.00	$ 10.00
Term (years)	4.5	4.5
Risk-free rate	4.10 %	4.10 %
Volatility	30.00 %	29.90 %
Dividend yield	— %	— %

14. Retirement Plans

TFC sponsors defined benefit pension plans and defined contribution plans that are shared amongst its businesses. Participation of TIH employees in these plans is reflected in the Consolidated Statements of Operations as though TIH participates in a multiemployer plan with TFC.

Defined Benefit Plans

Parent-Sponsored Plans

TFC provides defined benefit retirement plans qualified under the Internal Revenue Code (“IRC”). In addition, supplemental retirement benefits are provided to certain key officers under supplemental defined benefit executive retirement plans, which are not qualified under the IRC. Benefits are based on years of service, age at retirement, and the employee’s compensation during the five highest consecutive years of earnings within the last ten years of employment. Assets and liabilities of such plans are retained by TFC.

Under the multiemployer approach, net periodic pension benefit for the Company's employees has been allocated based on percent of salary for U.S. employees and active employee headcount in other jurisdictions. Net periodic pension benefit of $10 million and $13 million were included in the Consolidated Statements of Operations for the years ended December 31, 2023 and 2022, respectively, resulting from changes in estimates regarding TFC's expected return on plan assets.

No contributions were made to TFC for TIH employees’ participation in defined benefit plans for the years ended December 31, 2023 or 2022.

TIH-Sponsored Plans

The Company provides defined benefit pension plans that are not qualified under the IRC. The benefits are available only to certain eligible producers within the Company's Retail segment. Benefits are based on years of service and the eligible producer's book of business prior to and following retirement. The Company has not historically funded the pension obligations and has not invested funds for the satisfaction of future obligations during the years ended December 31, 2023 and 2022.

The following tables present a summary of the defined benefit pension plans. In the Consolidated Balance Sheets, the projected benefit obligation is recorded as a component of Other current liabilities and Other liabilities. The data is calculated using an actuarial measurement date of December 31.

	Year Ended December 31,	
(Dollars in millions)	**2023**	**2022**
Net periodic pension cost, recognized in Compensation and benefits:		
Service cost	$ 1	$ 1
Interest cost	3	2
Net amortization of prior service credit and actuarial gain	(1)	(1)
Net periodic pension cost	3	2
Pre-tax amounts recognized in OCI:		
Net actuarial loss (gain)	5	(19)
Prior service credit	—	(2)
Net amortization of prior service credit and actuarial loss	1	1
Net amount recognized in OCI	6	(20)
Total net periodic pension costs (income) recognized in total comprehensive income, pre-tax	9	(18)
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.45 %	2.94 %
Regretted attrition (1)	25.00 %	25.00 %
Assumed long-term rate of book of business growth	5.00 %	5.00 %

(1) Regretted attrition applies to one of the defined benefit pension plans that has a non-compete provision, whereby participants that otherwise meet the qualifying criteria are not entitled to payments based on subsequent employment with a competitor.

Activity in the projected benefit obligation is presented in the following table:

(Dollars in millions)	Year Ended December 31, 2023	2022
Projected benefit obligation, January 1	$ 56	$ 76
Service cost	1	1
Interest cost	3	2
Actuarial loss (gain) (1)	6	(19)
Benefits paid	(1)	(2)
Prior service credit	—	(2)
Projected benefit obligation, December 31	$ 65	$ 56
Accumulated benefit obligation, December 31	$ 47	$ 40
Weighted average assumptions used to determine projected benefit obligations:		
Weighted average assumed discount rate	5.19 %	5.45 %
Regretted attrition (2)	25.00 %	25.00 %
Assumed long-term rate of book of business growth	5.00 %	5.00 %

(1) Gains are primarily due to increases in the assumed discount rate, net of the impact of actual plan experience.

(2) Regretted attrition applies to one of the defined benefit pension plans that has a non-compete provision, whereby participants that otherwise meet the qualifying criteria are not entitled to payments based on subsequent employment with a competitor.

The following are the pre-tax amounts recognized in accumulated other comprehensive income (loss):

(Dollars in millions)	December 31, 2023	2022
Prior service credit	$ 14	$ 15
Net actuarial loss	(18)	(13)
Net amount recognized in Accumulated other comprehensive income (loss)	$ (4)	$ 2

The following table reflects the estimated benefit payments for the periods presented:

(Dollars in millions)	Amount
2024	$ 3
2025	3
2026	3
2027	2
2028	2
2029-2033	19
Total	$ 32

Defined Contribution Plans

TFC offers a 401(k) Savings Plan and other defined contribution plans that permit eligible employees to contribute up to 50% of cash compensation. For full-time employees who are 21 years of age or older with one year or more of service, TFC makes matching contributions of up to 6% of the employee's compensation. In some instances, the matching contribution varies based on profitability metrics of the participant's respective line of business. TIH recognized $58 million and $50 million of expense related to TFC matching contributions for these plans on behalf of TIH employees for the years ended December 31, 2023 and 2022, respectively. Effective January 1, 2024, the Company adopted a consistent 401(k) matching policy across all business units, of up to 4% of the employee's compensation.

15. Commitments and Contingencies

Legal Proceedings

The Company records losses for claims at the time and to the extent they are probable and estimable. The Company accrues anticipated costs of settlement, damages, losses for liability claims and, under certain conditions, costs of defense, based upon historical experience or to the extent specific losses are probable and estimable. Otherwise, the Company expenses these costs as incurred. If the best estimate of a probable loss is a range rather than a specific amount, the Company accrues the amount at the lower end of the range. The Company's accruals for legal matters that were probable and estimable were not material as of December 31, 2023.

The Company estimates reasonably possible losses, in excess of amounts accrued, of up to approximately $10 million as of December 31, 2023. This estimate does not represent the Company's maximum loss exposure, and actual losses may vary significantly. In addition, the matters underlying this estimate will change from time to time. Estimated losses are based upon currently available information and involve considerable judgment, given that claims often include significant legal uncertainties, damages alleged by plaintiffs are often unspecified or overstated, discovery may not have started or may not be complete, and material facts may be disputed or unsubstantiated, among other factors.

For certain matters, the Company may be unable to estimate the loss or range of loss, even if it believes that a loss is probable or reasonably possible, until developments in the case provide additional information sufficient to support such an estimate. Such matters are not accrued for and are not reflected in the estimate of reasonably possible losses.

The following is a description of certain legal proceedings in which the Company is involved:

Claims against McGriff Insurance Services, Inc. and Navigators Specialty Insurance Company

In mid-September 2022, a life sciences corporate client (the "Insured") of McGriff Insurance Services ("McGriff") sought damages against McGriff and Navigators Specialty Insurance Company ("Navigators", the insurance carrier) in excess of a $15 million policy limit relating to excess insurance coverage for dozens of third-party personal injury claims brought against the Insured, arising from a recalled medical device product that allegedly was infected with tuberculosis (the "Loss"). McGriff is a component of the Retail operating segment. The Insured alleged errors-and-omissions claims against McGriff relating to its procurement of a Navigators excess liability policy with a $15 million limit after Navigators denied coverage for the Loss. Effective November 14, 2022, Navigators and the Insured agreed to dismiss the then-pending coverage litigation involving McGriff in exchange for certain potential future payments from Navigators and McGriff to the Insured, as well as an express cap on any future, potential exposure to McGriff relating to the ongoing Loss. On December 11, 2023, the Insured filed a lawsuit in federal court in Maryland, seeking to recover alleged damages from McGriff up to the remaining cap. On January 15, 2024, McGriff filed a motion to dismiss the lawsuit for failure to state a claim. The Insured filed an opposition to the motion on February 8, 2024; the court has not yet issued a ruling. The financial impact of this matter has not had a material adverse effect and is not currently expected to have a material adverse effect on the Company's financial condition or operating results.

Demand to Starwind Specialty Insurance Services, LLC dba American Team Managers

American Team Managers ("ATM"), a division of Starwind Specialty Insurance Services, LLC ("Starwind"), operates a transportation liability insurance program under a General Agency Agreement with United Specialty Insurance Company ("USIC" or the "Insurer"). Starwind is a component of the Wholesale operating segment. As the Managing General Agent of the program, ATM allegedly had underwriting and binding, as well as claims adjusting authority. On March 24, 2023, USIC sent a non-specific demand to ATM regarding mediation and efforts to resolve auto-accident litigation involving insured Dennis Alonso ("Alonso" or the "Insured") and three injured parties (the "Plaintiffs"). At the time, the litigation at issue was pending on appeal in California state court, Abbas Souresrafil, et al. v. Dennis Alonso (the "Underlying Litigation"). On October 21, 2022, following a jury trial, the Los Angeles County Superior Court entered judgment against the Insured in the Underlying Litigation for over $37 million in compensatory damages, plus $12 million in costs and interest. As a result, USIC claims that ATM negligently handled the insurance claim and failed to settle the Underlying Litigation within the insurance policy's $1 million limit, which exposed USIC and its reinsurer to a nearly $50 million jury verdict, as well as claims for extra-contractual liability and bad-faith from the Insured. On March 30, 2023, during mediation in which ATM did not participate, the Insurer (on behalf of Renaissance Reinsurance Ltd. a/k/a RenRe (the "Reinsurer")), Alonso and the Plaintiffs agreed to a confidential settlement of all matters relating to the Underlying Litigation (the "Settlement"). Since then, USIC and the Reinsurer have notified ATM that they will pursue negligence and/or breach-of-contract claims against ATM for a substantial contribution to the Settlement. On February 5, 2024, the Reinsurer filed a lawsuit against Starwind in federal court in Fort Worth, TX. The claims against ATM in the complaint include: (i) breach of contract, (ii) implied contractual indemnity owed to the Reinsurer, and (iii) declaratory relief in the form of a judicial determination of the parties' respective rights under existing contracts. ATM and the Reinsurer are negotiating the terms for a potential early mediation of these claims.

Client-Held Funds

The Company administers escrow deposits representing funds received under real estate contracts and escrowed funds received under escrow agreements. In addition, the Company administers health savings account ("HSA") and flexible spending account ("FSA") funds. Collectively, such funds are referred to as "Client-held Funds". Client-held Funds are held at third-party financial institutions and TFC. These funds are not considered assets of the Company and, therefore, are not included in the accompanying Consolidated Balance Sheets.

16. Leases

The balances and classification of operating lease assets and operating lease liabilities within the Consolidated Balance Sheets as of December 31, 2023 and 2022 are as follows:

	December 31,	
(Dollars in millions)	**2023**	**2022**
Assets:		
Operating lease assets	$ 97	$ 105
Liabilities:		
Other current liabilities	37	38
Operating lease liabilities	90	94
Total lease liabilities	$ 127	$ 132

The components of lease cost for the years ended December 31, 2023 and 2022 were:

(Dollars in millions)	**2023**	**2022**
Operating leases:		
Lease cost (1)	$ 29	$ 32
Variable lease cost	10	8
Short-term lease cost	1	1
Operating lease cost	40	41
Floor space charge to Parent	—	(2)
Total lease cost, net	$ 40	$ 39

(1) The Company recognized an operating lease asset impairment charge of $6 and $1 million for the years ended December 31, 2023 and 2022, respectively, which is included in operating lease cost.

The weighted average remaining lease term and the weighted average discount rate for operating leases as of December 31, 2023 were:

Weighted average remaining lease term (in years)	4.0
Weighted average discount rate	3.1 %

Maturities of the operating lease liabilities by fiscal year for the Company's operating leases are as follows:

(Dollars in millions)	**December 31, 2023**
2024	$ 41
2025	35
2026	25
2027	17
2028	10
Thereafter	11
Total undiscounted lease payments	139
Less imputed interest	(12)
Present value of future lease payments	$ 127

17. Related Party Transactions

Cash Deposits

The majority of the Company’s operating cash is held in depository accounts at Truist Bank, a wholly owned subsidiary of TFC. Deposits in these accounts are made under the same terms as other third-party Truist Bank deposit customers and may exceed FDIC insurance limits. All such cash is classified as Cash in the Consolidated Balance Sheets. Investment income earned on these deposits was $64 million and an immaterial amount for the years ended December 31, 2023 and 2022, respectively. The increase in investment income is driven by a movement of funds to interest-bearing accounts in 2023 to support the Company's standalone operations.

Allocation of Corporate Expenses

The operating results of TIH have historically been disclosed as part of the Insurance Holdings reportable segment within the Consolidated Financial Statements of TFC, enabling identification of directly attributable transactional information, functional departments and headcount. Directly attributable operating expenses were derived from activities relating to TIH functional departments and headcount. Certain additional costs, including compensation costs for corporate employees, have been allocated from TFC. The allocated costs for corporate functions included, but were not limited to, information technology, legal, finance and accounting, human resources, tax, treasury, shared facilities, and other shared services. Shared costs were allocated on a basis of revenue or headcount, as determined reasonable by both TFC and TIH. The amount of these allocations from TFC for each of the years ended December 31, 2023 and 2022 was $140 million and $114 million, respectively, recorded within Other operating expenses in the Consolidated Statements of Operations.

Although it is not practicable to estimate what such costs would have been if TIH had operated as a separate entity, management believes the basis on which the expenses have been allocated to be a reasonable reflection of the utilization of services provided to, or the benefit received by, the Company during the periods presented.

On April 3, 2023, the Company entered into a Services Agreement with TFC to support the Company's standalone operations. As part of the Services Agreement, TFC has agreed to provide various services, including banking and support services primarily related to information technology, real estate and facilities, finance, human resources, insurance and risk management, and legal and regulatory. The costs and expenses reflected in the Consolidated Financial Statements were allocated on a systematic and rational basis based on the methodology mentioned above which may differ from the allocations specified in the Services Agreement.

Transactions with Affiliates

The Company enters into related party transactions with TFC and its subsidiaries.

Related party revenue primarily consists of revenue for employee benefit services, property and casualty policy placement services, operational services provided to TFC, and interest earned on third-party Client-held Funds held in TFC bank accounts, which the Company retains as a fee for certain employee benefit services. In addition, the Company earns investment income on cash held in depository accounts at TFC. Investment income relating to these depository accounts was $64 million for the year ended December 31, 2023. Refer to the Cash Deposits section above for more information. Related party revenues recorded in Commissions and fees in the Consolidated Statements of Operations for each of the years ended December 31, 2023 and 2022 were $29 million and $18 million, respectively. The increase in related party revenues is primarily driven by interest earned on third-party Client-held Funds, as these funds were moved to interest-bearing accounts in 2023 to support the Company's standalone operations.

Related party expenses were $4 million and $6 million, respectively for the years ended December 31, 2023 and 2022, and are recorded in Other operating expenses in the Consolidated Statements of Operations. These costs primarily consist of service fees for TFC bank accounts and transaction costs related to acquisitions.

Related party receivables primarily consist of amounts due to the Company for employee benefit services, property and casualty policy placement services, and operational services provided to TFC. Additionally, TFC acts as the lender (and accordingly receives principal and interest payments) on the full recourse loans that were used to fund co-investment in TIH Common Units. Amounts are remitted to TIH in the month after the payments are received. Related party receivables recorded in Commissions, fees and other receivables, net in the Consolidated Balance Sheets were $13 million and $1 million as of December 31, 2023 and 2022, respectively. The increase from 2022 is primarily due to an increase in interest receivable due to the movement of funds to interest-bearing accounts in 2023 to support the Company's standalone operations.

Related party payables primarily consist of amounts due to TFC for third-party invoices paid on behalf of the Company, office space allocations, and referral fees. Related party payables recorded in Accounts payable and accrued expenses in the Consolidated Balance Sheets as of December 31, 2023 and 2022 were $17 million and

$9 million, respectively. The increase from 2022 is primarily due to an increase in payables related to the Services Agreement with TFC that began in April of 2023.

Additionally, during the year ended December 31, 2023, related party transactions included $1 million in fees associated with upfront issuance costs of the 2023 Revolving Credit Facility. Through December 31, 2023, no draws on the Revolving Credit Facility were made. Pursuant to the terms of the Revolving Credit Facility, the Company incurred commitment fees of $2 million during the year ended December 31, 2023, which were recorded within Interest in the Consolidated Statements of Operations. Total accrued commitment fees of $2 million are recorded within Accounts payable and accrued expenses in the Consolidated Balance Sheet as of December 31, 2023. There were no balances related to the Revolving Credit Facility in 2022.

18. Subsequent Events

The Company has evaluated all subsequent events through March 21, 2024, which is the date the accompanying Consolidated Financial Statements were available to be issued. There were no subsequent events which required recognition, adjustment to or disclosure in the financial statements other than disclosed in this note, as well as certain other footnotes.

Reorganization

In December 2023, the Company announced plans to reorganize the internal reporting of its existing Wholesale operating segment into two divisions: Wholesale and Underwriting (the “Reorganization”). The Reorganization became effective on January 1, 2024. Each of Wholesale and Underwriting will be led by a divisional Chief Executive Officer. The Wholesale division will comprise the Company's wholesale brokerage operations that are not involved in the underwriting process with insurance carrier partners. The Underwriting division will include the remainder of operations currently part of the existing Wholesale operating segment. The Reorganization will allow the Company to better serve its clients by leveraging efficiencies created from managing similar operations together. The Company is currently assessing the impact of the Reorganization on its determination of operating segments and reporting units, which may affect future financial statement disclosures as well as goodwill impairment testing.

Purchase Agreement

On February 20, 2024, TFC entered into an Equity Interest Purchase Agreement to sell its remaining stake in TIH (the “Transaction”) to an investor group (the “Buyer Parties”) for a purchase price that implies an enterprise value for TIH of $15.5 billion, and is expected to result in cash proceeds to TFC of approximately $10.1 billion, reflecting certain adjustments for, and subject to further adjustments for, cash, debt and debt-like items, working capital, transaction expenses and other matters. Consummation of the Transaction is subject to the satisfaction or waiver of customary conditions, including, among other things, the receipt of applicable regulatory approvals and the expiration or termination of applicable waiting periods. The Transaction is expected to close in the second quarter of 2024. Following the close of the Transaction, TIH will operate as a standalone company.

TFC and the Buyer Parties have agreed to enter into related agreements ancillary to the Transaction that will become effective upon the consummation of the Transaction, including (i) a customary transition services agreement, (ii) a relationship marketing agreement pursuant to which TFC and TIH will agree to provide co-marketing materials and, as may be needed, business services, to the other party's clients, (iii) one or more agreements pursuant to which TIH will continue to serve as TFC's broker of record for the property and casualty insurance coverage for TFC, and (iv) one or more agreements pursuant to which TIH will continue to serve as the provider of employee benefits coverage for TFC and its subsidiaries.

The Company is required to redeem the Preferred Units at the close of the Transaction. Further, the Company will deem a change of control as probable of occurring upon the close of the Transaction and will recognize compensation expense relating to Change of Control provisions applicable to the Phantom Profits Interests and Event-Vested Profits Interests at that time.

$2,750,000,000

Panther Escrow Issuer, LLC

to be merged with and into

Truist Insurance Holdings, LLC

Panther Co-Issuer, Inc.

% Senior Secured Notes due 2031

OFFERING MEMORANDUM

Joint Global Coordinators and Joint Book-Running Managers

Morgan Stanley	**BofA Securities**	**J.P. Morgan**	**Wells Fargo Securities**

Joint Book-Running Managers

Truist Securities	**SPC Capital Markets LLC**	**Barclays**	**RBC Capital Markets**

Citigroup	**Goldman Sachs & Co. LLC**	**KKR**

BNP PARIBAS	**Mizuho**	**TD Securities**	**Apollo Global Securities**
Santander	**Jefferies**	**UBS Investment Bank**	**BMO Capital Markets**

Capital One Securities	**Citizens Capital Markets**	**Natixis**	**Stifel**	**R. Seelaus & Co., LLC**

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