

- (ii) any Interest Period that would otherwise extend beyond the scheduled Revolving Termination Date or beyond the date final payment is due on the Term Loans shall end on the Revolving Termination Date or such due date, as applicable; and
- (iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

“Investments” has the meaning set forth in Section 7.7.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Issuing Lenders” means (a) JPMorgan Chase Bank, N.A., (b) Bank of America, N.A., (c) Wells Fargo Bank, N.A., (d) Truist Bank, (e) TD Bank, N.A. and (f) any other Revolving Lender reasonably acceptable to the Borrower and the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) with the consent of such other Revolving Lender; *provided*, that the aggregate amount of outstanding Letters of Credit issued by any one Issuing Lender shall not exceed \$12,500,000 unless otherwise agreed by such Issuing Lender.

“Joinder Agreement” means an agreement substantially in the form of Exhibit D.

“Joint Bookrunners” means JPMorgan Chase Bank, N.A., BofA Securities, Inc., Truist Securities Inc. and Wells Fargo Securities, LLC, in their capacity as joint bookrunners.

“Latest Maturing Tranche A Term Loans” means at any date of determination, the Tranche (or Tranches) of Tranche A Term Loans maturing later than all other Tranche A Term Loans outstanding on such date.

“Latest Maturing Tranche B Term Loans” means at any date of determination, the Tranche (or Tranches) of Tranche B Term Loans maturing later than all other Tranche B Term Loans outstanding on such date.

“Latest Maturity Date” means at any date of determination, the latest maturity date or termination date applicable to any Loan or Commitment hereunder at such time.

“Latest Tranche A Term Maturity Date” means at any date of determination, the latest maturity date or termination date applicable to any Tranche A Term Loan or New Loan Commitment to make Tranche A Term Loans hereunder at such time.

“L/C Commitment” means \$50,000,000.

“L/C Disbursements” has the meaning set forth in Section 3.4.

“L/C Obligations” means at any time, an amount equal to the sum of (a) the Dollar Equivalent of the aggregate then undrawn and unexpired face amount of the then outstanding Letters of Credit and (b) the Dollar Equivalent of the aggregate amount of drawings under Letters of Credit that have not then been reimbursed. The L/C Obligations of any Lender at any time shall be its Revolving Percentage of the total L/C Obligations at such time. For purposes of computing the amount available to be drawn under any Letter

of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.5. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, upon notice from the Administrative Agent to the Borrower such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**L/C Participants**” means the collective reference to all the Revolving Lenders other than the applicable Issuing Lender and, for purposes of Section 3.4(d), the collective reference to all Revolving Lenders.

“**L/C Shortfall**” has the meaning set forth in Section 3.4(d).

“**Lead Arrangers**” means JPMorgan Chase Bank, N.A., BofA Securities, Inc., Truist Securities Inc. and Wells Fargo Securities, LLC, in their capacity as joint lead arrangers.

“**Lender**” and “**Lenders**” have the respective meanings set forth in the introductory paragraph.

“**Lender-Related Person**” has the meaning set forth in Section 10.5(b).

“**Letter of Credit Request**” means a request for the issuance of a Letter of Credit delivered pursuant to Section 3.2, substantially in the form of Exhibit G or such other form as may be approved by the Administrative Agent and the relevant Issuing Lender, appropriately completed and signed by a Responsible Officer of the Borrower.

“**Letters of Credit**” has the meaning set forth in Section 3.4(a).

“**Liabilities**” means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

“**LIBO Interpolated Rate**” means, at any time, with respect to any Term Benchmark Borrowing denominated in US Dollars and for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available that is shorter than the Impacted LIBO Rate Interest Period; and (b) the LIBO Screen Rate for the shortest period for which the LIBO Screen Rate is available that exceeds the Impacted LIBO Rate Interest Period, in each case, at such time; *provided* that (a) with respect to the Tranche A Term Facility and Revolving Facility, if the LIBO Interpolated Rate shall be less than zero, then such rate shall be deemed to be zero for all purposes of this Agreement and (ii) with respect to the Tranche B Term Facility, if the LIBO Interpolated Rate shall be less than 0.50%, then such rate shall be deemed to be 0.50% for all purposes of this Agreement.

“**LIBO Screen Rate**” means for any day and time, with respect to any Term Benchmark Borrowing denominated in US Dollars and for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for such US Dollars for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); *provided* that (a) with respect to

the Tranche A Term Facility and Revolving Facility, if the LIBO Screen Rate shall be less than zero, then such rate shall be deemed to be zero for all purposes of this Agreement and (ii) with respect to the Tranche B Term Facility, if the LIBO Screen Rate shall be less than 0.50%, then such rate shall be deemed to be 0.50% for all purposes of this Agreement.

“LIBO Rate” means, with respect to any Term Benchmark Borrowing denominated in US Dollars and for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; *provided* that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an **“Impacted LIBO Rate Interest Period”**) with respect to such US Dollars then the LIBO Rate shall be the LIBO Interpolated Rate.

“LIBOR” has the meaning set forth in Section 1.9.

“Lien” means any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Limited Condition Acquisition” means (a) any acquisition by one or more of the Borrower and its Subsidiaries of any assets, business or Person permitted by this Agreement or any other Investment permitted by Section 7.7, in each case, whose consummation is not conditioned on the availability of, or on obtaining, third party financing and (b) any Restricted Payment requiring irrevocable notice or declaration in advance thereof.

“Limited Conditionality Provisions” has the meaning set forth in the Commitment Letter.

“Loan” means any loan made by any Lender pursuant to this Agreement.

“Loan Documents” means this Agreement, the Security Documents and the Notes (if any), together with any amendment, supplement, waiver, or other modification to any of the foregoing.

“Loan Parties” means the Borrower and each Guarantor.

“Majority Facility Lenders” means with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Tranche A Term Loans, Tranche B Term Loans, or the Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or (i) in the case of any Revolving Facility, prior to any termination of the Revolving Commitments under such Facility, the holders of more than 50% of the Revolving Commitments under such Facility, (ii) in the case of any New Facility that is a revolving credit facility, prior to any termination of the New Loan Commitments under such Facility, the holders of more than 50% of the New Loan Commitments under such Facility or (iii) in the case of any Extended Revolving Facility, prior to any termination of the Extended Revolving Commitments under such Facility, the holders of more than 50% of the Extended Revolving Commitments under such Facility); *provided, however*, that determinations of the “Majority Facility Lenders” shall exclude any Commitments or Loans held by Defaulting Lenders.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, assets, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, or (b) the material rights and remedies available to the Administrative Agent and the Lenders, taken as a whole, under the Loan Documents.

“Material Real Property” means, other than with respect to the Reston Property, any Real Property located in the United States and owned in fee by a Loan Party on the Closing Date having an estimated Fair Market Value on the Closing Date exceeding \$5,000,000 and any after-acquired Real Property located in the United States owned by a Loan Party having a purchase price exceeding \$5,000,000 at the time of acquisition.

“Material Securities Accounts” has the meaning set forth in the Guarantee and Collateral Agreement.

“Materials of Environmental Concern” means any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactivity and any other substances that are defined as hazardous or toxic under any Environmental Law, that are regulated pursuant to any Environmental Law.

“Maximum Incremental Facilities Amount” means, at any date of determination (or, in the case of a Limited Condition Acquisition, at the option of the Borrower, as of the date the definitive acquisition agreements for such Limited Condition Acquisition are entered into) an amount not in excess of:

(a) the sum of (i) the greater of (A) \$632,000,000 and (B) 100% of Consolidated EBITDA for the most recently ended Test Period (calculated on a *pro forma* basis) *plus* (ii) all voluntary prepayments, repurchases, redemptions or retirements of the Term Loans, any New Term Loans and any Additional Obligations, all voluntary permanent commitment reductions of the Revolving Facility and any Revolving Commitment Increases and loan buy-backs by the Borrower and its Restricted Subsidiaries in accordance with Section 10.6(g) with respect to Indebtedness that was not incurred (or deemed incurred by way of reallocation) in reliance on the Incremental Ratio Amount, in each case, to the extent secured on a *pari passu* basis with the Facilities, so long as such prepayment or commitment reduction is effected on or prior to the date of any such incurrence (including all loan buy-backs and yank-a-bank payments, with credit limited to the purchase amount of such prepayment (rather than the face amount), (other than any such prepayments, repurchases or reductions to the extent funded with the proceeds of Funded Debt (other than revolving indebtedness)) (collectively, the **“Incremental Fixed Amount”**); *provided*, that the amount under clause (i) or (ii) of such Incremental Fixed Amount, as the case may be, shall be reduced (but not to an amount less than zero) by the outstanding principal amount of any Revolving Commitment Increases, New Term Loans and/or Additional Obligations incurred in reliance on such clause (i) or (ii) as applicable; *plus*

(b) the amount that would result in a Consolidated Net Senior Secured Leverage Ratio, calculated on a *pro forma* basis after giving effect to any acquisition or other transaction consummated in connection therewith, not exceeding 2.60:1.00 without netting the cash proceeds of any New Revolving Loans (with all New Loan Commitments deemed to be drawn in full for purposes of this clause (b)), New Term Loans and/or Additional Obligations (clause (b)), the **“Incremental Ratio Amount”**);

provided, that any Indebtedness incurred in reliance on clause (b) above shall be treated as senior secured Funded Debt for purposes of the Consolidated Net Senior Secured Leverage Ratio, whether or not such Indebtedness is senior secured Funded Debt.

“Maximum Rate” has the meaning set forth in Section 10.20.

“Maximus Deferred Compensation Plan” means that certain Maximus, Inc. Deferred Compensation Plan, effective as of October 1, 2004, as amended and restated as of January 1, 2005, as further amended and restated as of June 1, 2015, as further amended and restated as of October 16, 2018 and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Minimum Exchange Tender Condition” has the meaning set forth in Section 2.27(b).

“Minimum Extension Condition” has the meaning set forth in Section 2.26(g).

“MIRE Event” means if there are any Mortgaged Properties at such time, any increase, extension or renewal of any of the Commitments or Loans (but excluding (i) any continuation or conversion of borrowings, (ii) the making of any Loan or (iii) the issuance, renewal or extension of Letters of Credit).

“Moody’s” means Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Mortgage” means any mortgage, deed of trust, hypothec, assignment of leases and rents or other similar document delivered on or after the Closing Date by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, with respect to Mortgaged Properties, each substantially in form and substance reasonably acceptable to the Administrative Agent and the Borrower (taking into account the law of the jurisdiction in which such mortgage, deed of trust, hypothec or similar document is to be recorded).

“Mortgaged Properties” means all Real Property that shall be subject to a Mortgage that is delivered pursuant to the terms of this Agreement.

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

“Net Cash Proceeds” means (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) received by any Loan Party, net of (i) attorneys’ fees, accountants’ fees, investment banking fees, consulting fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred by any Loan Party in connection therewith; (ii) taxes paid or reasonably estimated to be payable by any Loan Party as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); (iii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (ii) above) (A) associated with the assets that are the subject of such event and (B) retained by the Borrower or any of the Restricted Subsidiaries, *provided* that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such event occurring on the date of such reduction and (iv) the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any Domestic Subsidiary as a result thereof and (b) in connection with any Equity Issuance or other issuance or sale of debt securities or instruments or the incurrence of Funded Debt, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“New Facility” has the meaning set forth in the definition of “Facility.”

“New Lender” has the meaning set forth in Section 2.25(c).

“New Loan Commitments” has the meaning set forth in Section 2.25(a).

“New Loans” means any loan made by any New Lender pursuant to this Agreement.

“New Revolving Commitment” has the meaning set forth in Section 2.25(a).

“New Revolving Loans” has the meaning set forth in Section 2.25(b).

“New Subsidiary” has the meanings set forth in Section 7.2(t).

“New Term Lender” means a Lender that has a New Term Loan.

“New Term Loan Commitment” has the meaning set forth in Section 2.25(a).

“New Term Loans” has the meaning set forth in Section 2.25(b).

“Non-Defaulting Lender” means any Lender other than a Defaulting Lender.

“Non-Excluded Subsidiary” means any Subsidiary of the Borrower which is not an Excluded Subsidiary.

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

“Non-Extending Lender” has the meanings set forth in Section 2.26(d).

“Non-Guarantor Subsidiary” means any Subsidiary of the Borrower which is not a Guarantor.

“Non-US Lender” has the meaning set forth in Section 2.20(d).

“Note” means any promissory note evidencing any Loan, which promissory note shall be in the form of Exhibit A-1, Exhibit A-2 or Exhibit A-3, as applicable, or such other form as agreed upon by the Administrative Agent and the Borrower.

“Notice Period” has the meaning set forth in Section 1.11.

“NYFRB” means the Federal Reserve Bank of New York.

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

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided, further*, that if any of the aforesaid rates as so determined be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“Obligations” means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) the Loans (including Swing Line Loans), the Reimbursement Obligations and all other obligations and liabilities of the Borrower to the Administrative Agent, the Collateral Agent or to any Lender (or, in the case of (i) Specified Hedge Agreements or Cash Management Obligations of the Borrower or any of its Subsidiaries to the Administrative Agent, the Collateral Agent, any Lender or any Affiliate of any Lender and (ii) Specified Foreign Currency L/C Agreements, to the Administrative Agent, the Collateral Agent, any Lender or any Affiliate of any Lender or any other letter of credit provider designated by the Borrower by written notice to the Administrative Agent), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Hedge Agreement, Specified Foreign Currency L/C Agreements or Cash Management Obligations or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; *provided* that (a) obligations of the Borrower or any of the Guarantors under any Specified Hedge Agreement, Specified Foreign Currency L/C Agreements or any Cash Management Obligations shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed, (b) any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedge Agreements, Specified Foreign Currency L/C Agreements or Cash Management Obligations and (c) the “Obligations” of a Subsidiary shall exclude any Excluded Swap Obligations with respect to such Subsidiary.

“Other Benchmark Rate Election” means, with respect to any Loan denominated in Dollars, if the then-current Benchmark is the LIBO Rate, the occurrence of:

(a) a request by the Borrower to the Administrative Agent to notify each of the other parties hereto that, at the determination of the Borrower, US Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed), in lieu of a LIBOR-based rate, a term benchmark rate as a benchmark rate, and

(b) the Administrative Agent, in its sole discretion, and the Borrower jointly elect to trigger a fallback from the LIBO Rate and the provision, as applicable, by the Administrative Agent of written notice of such election to the Borrower and the Lenders.

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

“Other Intercreditor Agreement” means an intercreditor agreement in form and substance reasonably satisfactory to the Borrower and the Collateral Agent.

“Other Taxes” means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution,

delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.24).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Term Benchmark Borrowings denominated in US Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Pari Passu Debt” means Indebtedness that is secured by a Lien on the Collateral ranking equal with the Lien on such Collateral securing the Obligations, either pursuant to the Intercreditor Agreement or one or more Other Intercreditor Agreements.

“Participant” has the meaning set forth in Section 10.6(c)(i).

“Participant Register” has the meaning set forth in Section 10.6(c)(iii).

“Participating Member State” means each state so described in any EMU Legislation.

“Payment” has the meaning set forth in Section 9.6(c)(i).

“Payment Amount” has the meaning set forth in Section 3.5.

“Payment Notice” has the meaning set forth in Section 9.6(c)(ii).

“PBGC” means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Permitted Acquisition” means (a) any acquisition (including, if applicable, in the case of any Intellectual Property, by way of license) approved by the Required Lenders, (b) any acquisition made solely with the Net Cash Proceeds of any substantially concurrent Equity Issuance or capital contribution (other than Disqualified Capital Stock) or (c) any acquisition of a majority controlling interest in the Capital Stock, or all or substantially all of the assets, of any Person, or of all or substantially all of the assets constituting a division, product line or business line of any Person (each, an **“Acquisition”**).

“Permitted Business” means the Business and any other services, activities or businesses incidental or directly related, similar or complementary to any line of business engaged in by the Borrower and its Subsidiaries as of the Closing Date or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

“Permitted Debt Exchange” has the meaning set forth in Section 2.27(a).

“Permitted Debt Exchange Notes” has the meaning set forth in Section 2.27(a).

“Permitted Debt Exchange Offer” has the meaning set forth in Section 2.27(a).

“Permitted Refinancing Obligations” means senior or subordinated Indebtedness (which Indebtedness may be (a) secured by the Collateral on a junior basis, (b) unsecured or (c) in the case of Indebtedness incurred under this Agreement, customary bridge financings or debt securities, secured by the Collateral on a *pari passu* basis), including customary bridge financings, in each case issued or incurred by

the Borrower or a Guarantor to refinance Indebtedness and/or Revolving Commitments incurred under this Agreement and the Loan Documents, including Indebtedness incurred to pay fees, discounts, premiums and expenses in connection therewith; *provided* that (i) the terms of such Indebtedness, other than a revolving credit facility that does not include scheduled commitment reductions prior to maturity, shall not provide for a maturity date or weighted average life to maturity earlier than the maturity date or shorter than the weighted average life to maturity of the Indebtedness being refinanced, as applicable (other than an earlier maturity date and/or shorter weighted average life to maturity for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date or a shorter weighted average life to maturity than the maturity date or the weighted average life to maturity of the Indebtedness being refinanced, as applicable), (ii) any such Indebtedness that is a revolving credit facility shall not mature prior to the maturity date of the revolving commitments being replaced, (iii) such Indebtedness shall not be secured by any Lien on any asset of any Loan Party that does not also secure the Obligations, or be guaranteed by any Person other than the Guarantors and (iv) if secured by Collateral, such Indebtedness (and all related Obligations) either shall be incurred under this Agreement on a senior secured *pari passu* basis with the other Obligations or shall be subject to the terms of an Intercreditor Agreement or an Other Intercreditor Agreement.

“Permitted Refinancings” means with respect to any Person, refinancings, replacements, modifications, refundings, renewals or extensions of Indebtedness; *provided* that (a) there is no increase in the principal amount (or accrued value) thereof (excluding accrued interest, fees, discounts, premiums and expenses), (b) the weighted average life to maturity of such Indebtedness is greater than or equal to the shorter of (i) the weighted average life to maturity of the Indebtedness being refinanced and (ii) the remaining weighted average life to maturity of the Latest Maturing Tranche B Loans (other than a shorter weighted average life to maturity for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for a shorter weighted average life to maturity than the shorter of (i) the weighted average life to maturity of the Indebtedness being refinanced and (ii) the remaining weighted average life to maturity of the Latest Maturing Tranche B Term Loans), (c) immediately after giving effect to such refinancing, replacement, refunding, renewal or extension, no Event of Default shall be continuing (or, in the case of an incurrence of Indebtedness that is necessary or advisable (as determined by the Borrower in good faith) for the consummation of a Limited Condition Acquisition, no Event of Default exists as of the date the definitive acquisition agreements for such Limited Condition Acquisition are entered into (or, if applicable, the date of delivery of an irrevocable notice or declaration of such Limited Condition Acquisition)), (d) if the Indebtedness being refinanced is subordinated in right of payment to the Obligations or any Guarantees thereof, such refinancing Indebtedness shall be subordinated in right of payment to such Obligations or such Guarantees on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being refinanced and (e) with respect to any such Indebtedness that is secured, neither the Borrower nor any Restricted Subsidiary shall be an obligor or guarantor of any such refinancings, replacements, modifications, refundings, renewals or extensions except to the extent that such Person was (or, when initially incurred could have been) such an obligor or guarantor in respect of the applicable Indebtedness being modified, refinanced, replaced, refunded, renewed or extended.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.