



provided, further, that with respect to any Indebtedness that includes a “LIBOR floor” or a “Base Rate floor”, (a) to the extent that the LIBOR Rate or Base Rate (without giving effect to any floors in such definitions), as applicable, on the date that the All-in Yield is being calculated is less than such floor, the amount of such difference shall be deemed added to the interest rate margin for such Indebtedness for the purpose of calculating the All-in Yield and (b) to the extent that the LIBOR Rate or Base Rate (without giving effect to any floors in such definitions), as applicable, on the date that the All-in Yield is being calculated is greater than such floor, then the floor shall be disregarded in calculating the All-in Yield; and provided, further, that “All-in Yield” shall not include arrangement, commitment, underwriting, structuring or similar fees and customary consent fees for an amendment paid generally to consenting lenders.

“Annual Compliance Certificate” has the meaning specified in Section 5.07(b).

“Anti-Corruption Laws” means all laws, treaties, rules and regulations of any jurisdiction applicable to the Borrower or any of the Subsidiaries or any of their Affiliates concerning or relating to bribery or corruption (including the United States Foreign Corrupt Practices Act of 1977, as amended).

“Applicable Lending Office” means, with respect to each Lender, such Lender’s Domestic Lending Office in the case of a Base Rate Loan and such Lender’s Eurocurrency Lending Office in the case of a Eurocurrency Rate Loan.

“Applicable Margin” means, with respect to the Term Loans, (x) in the case of Eurocurrency Rate Loans, 2.50% *per annum* and (y) in the case of Base Rate Loans, 1.50% *per annum*.

“Appropriate Lender” means, at any time, with respect to a Facility, a Lender that has a Commitment with respect to such Facility or holds a Term Loan, an Extended Term Loan, any Specified Refinancing Debt or a Specified Incremental Term Loan, as applicable, at such time.

“Approved Fund” means, with respect to any Lender, any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means Citibank, N.A., BofA Securities, Inc., JPMorgan Chase Bank, N.A. and Morgan Stanley Senior Funding, Inc.

“Asset Sale” means the Disposition (including by way of merger, casualty, condemnation, other event of loss or otherwise) by the Borrower or any of the Restricted Subsidiaries to any Person other than a Loan Party of (a) any Equity Interests of any Restricted Subsidiaries (other than directors’ qualifying shares) or (b) any other assets (including, for the avoidance of doubt, sales of receivables pursuant to any Permitted Receivables Facility) of the Borrower or any of the Restricted Subsidiaries, other than, in the case of either clause (a) or (b), as applicable, Dispositions permitted by Sections 6.11(a), (b), (c), (d), (e), (f), (k), (l), (n), (o), (p), (q) and (r).

“Asset Swap” means a concurrent purchase and sale or exchange of Related Business Assets (or assets which prior to their sale or exchange have ceased to be Related Business Assets of the Borrower or any of the Restricted Subsidiaries) between the Borrower or any of the Restricted Subsidiaries and another Person; provided that the Borrower or such Restricted Subsidiary, as the case may be, receives consideration at least equal to the fair market value (such fair market value to be determined on the date of the contractually agreeing to such transaction) as determined in good faith by the Borrower.



“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07), and accepted by the Agent, in substantially the form of Exhibit C or any other form approved by the Agent.

“Available Amount” means, at any time of determination (any such time, the applicable “Reference Time”), an amount equal to, without duplication:

(x) the sum of:

(i) \$50.0 million; plus

(ii) an amount (in no event less than zero) equal to the Borrower’s Aggregate Excess Cash Flow Share; plus

(iii) the Net Cash Proceeds of any Qualified Equity Issuance received by the Borrower after the Closing Date and prior to such Reference Time and at such time Not Otherwise Applied; plus

(iv) the Net Cash Proceeds of any Indebtedness of the Borrower or any Restricted Subsidiary owed or issued to any Person (other than the Borrower or any Restricted Subsidiary) that has been incurred or issued after the Closing Date and prior to such Reference Time and subsequently exchanged or converted into a Qualified Equity Issuance and at such time Not Otherwise Applied; plus

(v) any Declined Amounts; plus

(vi) the aggregate amount of cash and Cash Equivalents received by the Borrower or a Restricted Subsidiary from any sale of any Investment (other than to the Borrower or a Restricted Subsidiary) and cash and Cash Equivalent returns, profits, distributions and similar amounts received by the Borrower or a Restricted Subsidiary on Investments, in each case (x) solely with respect to Investments made in a Person that is not the Borrower or a Restricted Subsidiary and (y) to the extent (1) not already included in Consolidated Net Income, (2) not in excess of the original Investment made and (3) at such time Not Otherwise Applied; plus

(vii) in the event that the Borrower redesignates any Unrestricted Subsidiary as a Restricted Subsidiary after the Closing Date (which, for purposes hereof, shall be deemed to also include (A) the merger, consolidation, liquidation or similar amalgamation of any Unrestricted Subsidiary into the Borrower or any Restricted Subsidiary, so long as the Borrower or such Restricted Subsidiary is the surviving Person, and (B) the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary), the fair market value of the net Investment of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such redesignation;

minus:

(y) all or any portion of the Available Amount that has been applied prior to such Reference Time to make Investments, Restricted Payments, prepayments, redemptions, purchases, defeasements or other satisfactions prior to the scheduled maturity of any Junior Financings or for any other purpose permitted hereunder.

“Available Tenor” has the meaning assigned to such term in Section 2.08.



“Bail-In Action” has the meaning assigned to such term in Section 9.18.

“Bail-In Legislation” has the meaning assigned to such term in Section 9.18.

“Base Rate” means a fluctuating interest rate *per annum* in effect from time to time, which rate *per annum* shall at all times be equal to the highest of:

(a) the Prime Rate in effect on such day;

(b) ½ of one percent *per annum* above the Federal Funds Effective Rate; and

(c) the LIBOR Rate for a period of one month (“One Month LIBOR”) plus 1.00% (for the avoidance of doubt, the One Month LIBOR for any day shall be based on the LIBOR Screen Rate at approximately 11:00 a.m. London time on such day and shall be adjusted for any applicable Eurocurrency Rate Reserve Percentage consistent with the definition of Eurocurrency Rate), except if such day is not a Business Day or is not a day for trading between banks in Dollar deposits in the London interbank market, then One Month LIBOR for such day shall be equivalent to One Month LIBOR for the most recent preceding day that is a Business Day for trading between banks in Dollar deposits in the London interbank market; provided that in no event shall One Month LIBOR be less than 0.75%.

Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the LIBOR Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the LIBOR Rate, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.07 hereof, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as so determined would be less than 1.75%, such rate shall be deemed to be 1.75% for purposes of this Agreement.

“Base Rate Loan” means a Loan that bears interest as provided in Section 2.06(a)(i).

“Benchmark” has the meaning assigned to such term in Section 2.08.

“Benchmark Reference Time” has the meaning assigned to such term in Section 2.08.

“Benchmark Replacement” has the meaning assigned to such term in Section 2.08.

“Benchmark Replacement Adjustment” has the meaning assigned to such term in Section 2.08.

“Benchmark Replacement Conforming Changes” has the meaning assigned to such term in Section 2.08.

“Benchmark Replacement Date” has the meaning assigned to such term in Section 2.08.

“Benchmark Transition Event” has the meaning assigned to such term in Section 2.08.

“Benchmark Unavailability Period” has the meaning assigned to such term in Section 2.08.

“Beneficial Ownership Certification” means a certificate regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1020.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Bond Hedge Transaction” has the meaning assigned to such term in the definition of “Permitted Call Spread Hedge Agreement”.

“Borrower” has the meaning assigned to such term in the preamble hereto.

“Borrower Notice” has the meaning assigned to such term in the definition of “Real Estate Collateral Requirements”.

“Borrower’s Aggregate Excess Cash Flow Share” means, as of any date, an amount, not less than zero in the aggregate, equal to the sum of the Borrower’s Excess Cash Flow Share for all Excess Cash Flow Periods as of such date.

“Borrower’s Excess Cash Flow Share” means, with respect to any Excess Cash Flow Period, the Borrower’s Retained Percentage for such Excess Cash Flow Period multiplied by Excess Cash Flow for such Excess Cash Flow Period.

“Borrower’s Retained Percentage” means, with respect to any Excess Cash Flow Period, (a) 100% minus (b) the Excess Cash Flow Percentage with respect to such Excess Cash Flow Period.

“Borrowing” means Loans of the same Class and Type made, converted or continued on the same date and, in the case of Eurocurrency Rate Loans, as to which a single Interest Period is in effect, and may refer to a Term Borrowing or an Incremental Term Borrowing, as the context may require.

“Borrowing Minimum” means \$1.0 million.

“Borrowing Multiple” means \$500,000.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that (a) when used in connection with a Eurocurrency Rate Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in Dollars in the London interbank market.

“Capital Expenditures” means, for any period, the additions to property, plant and equipment and other capital expenditures of the Borrower or any of the Restricted Subsidiaries that are (or should be in accordance with GAAP) set forth in a consolidated statement of cash flows of the Borrower





and the Restricted Subsidiaries for such period prepared in accordance with GAAP, but excluding in each case any such expenditure made to restore, replace or rebuild property subject to any damage, loss, destruction or condemnation, to the extent such expenditure is made with insurance proceeds, condemnation awards or damage recovery proceeds relating to any such damage, loss, destruction or condemnation.

“Captive Insurance Subsidiary” means any Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Subsidiary thereof).

“Carryover Amount” has the meaning assigned to such term in Section 6.05(d).

“Cash Equivalents” means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within thirty six (36) months from the date of acquisition thereof;

(b) investments in commercial paper maturing within three hundred sixty-five (365) days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized rating agency);

(c) investments in certificates of deposit, bankers’ acceptances and time deposits maturing within one (1) year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than \$500.0 million;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) investments in money market and similar highly liquid funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated in the highest rating category obtainable from S&P or Moody’s (or, if at any time neither Moody’s nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized rating agency) and (iii) have portfolio assets of at least \$1.0 billion;

(f) readily marketable direct obligations with average maturities of thirty six (36) months or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, by any political subdivision or taxing authority of any such state, commonwealth or territory having an investment grade rating from either S&P or Moody’s (or the equivalent thereof);

(g) 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 either Moody’s or S&P (or, if at any time neither Moody’s nor S&P shall be rating

