

the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“Finance Lease” has the meaning specified in the definition of Finance Lease Obligations.

“Finance Lease Obligations” means all monetary obligations of any Person under any leasing or similar arrangement which, in accordance with GAAP, is classified as a finance lease (“Finance Lease”); provided that, for the avoidance of doubt, the amount of obligations attributable to any Finance Lease shall be the amount thereof accounted for as a liability on the lessee’s balance sheet in accordance with GAAP.

“Financial Officer” of any Person means the chief financial officer, principal accounting officer, treasurer or controller of such Person (or any other officer acting in substantially the same capacity as any of the foregoing).

“Fixed Amounts” has the meaning assigned to such term in Section 1.06(f).

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

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

“Foreign Subsidiary” means any Subsidiary that is not incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

“Fund” means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“Funded Debt” means, for the Borrower and the Restricted Subsidiaries on a Consolidated basis in accordance with GAAP and as of any date, an amount equal to the sum of (a) all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money, (b) all unreimbursed obligations in respect of drawn letters of credit that have not been reimbursed within two (2) Business Days after the date of such drawing, (c) all Finance Lease Obligations and other purchase money Indebtedness (except for customary conditional sales and title retention arrangements with suppliers that are entered into in the Ordinary Course of Business) and (d), without duplication of the foregoing, all payment guarantees of any of the foregoing obligations, in each case as of such date.

“GAAP” has the meaning specified in Section 1.03.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, 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 supranational bodies such as the European Union or the European Central Bank).

“Guarantee and Collateral Agreement” means the Guarantee and Collateral Agreement, dated as of the date hereof, among the Borrower, the Subsidiary Guarantors and the Collateral Agent.

“Hazardous Materials” means (a) petroleum and petroleum products, byproducts or wastes, radioactive materials, asbestos, polychlorinated biphenyls and radon gas and (b) any other chemicals, materials, substances or wastes regulated as hazardous or toxic or as a pollutant or contaminant or words of similar import under any Environmental Law.

“Hedge Agreements” means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other similar agreements.

“Hedge Bank” means each counterparty to any Hedge Agreement with a Loan Party, the obligations under which constitute Secured Hedging Obligations.

“IFRS” means international financial reporting standards and interpretations issued by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

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

“Immaterial Subsidiary” means, at any date, any Restricted Subsidiary designated by the Borrower in a written notice to the Agent that, together with such Restricted Subsidiary’s Consolidated Subsidiaries, (a) does not, as of the end of the most recently ended Test Period, have assets with a fair market value in excess of 5.0% of Total Assets and (b) did not, for the most recently ended Test Period, have revenues exceeding 5.0% of the total revenues of the Borrower and the Restricted Subsidiaries on a Consolidated basis; provided that the aggregate assets or revenues of all Immaterial Subsidiaries, determined in accordance with GAAP, as of the end of or for any Test Period, may not exceed 5.0% of Total Assets or Consolidated revenues, respectively, of the Borrower and the Restricted Subsidiaries on a Consolidated basis (and the Borrower shall designate in writing to the Agent from time to time as necessary the Restricted Subsidiaries that will cease to be “Immaterial Subsidiaries” in order to comply with the foregoing limitation).

“Incremental Assumption Agreement” means an Incremental Assumption Agreement among, and in form and substance reasonably satisfactory to, the Borrower, the Agent and one or more Incremental Lenders.

“Incremental Equivalent Debt” has the meaning assigned to such term in Section 6.08(I).

“Incremental Facility Amount” means, at any time, the sum of:

(i) the excess, if any, of:

(a) the sum of (I) the greater of (1) \$100.0 million and (2) 100% of LTM EBITDA plus (II) the aggregate amount of voluntary prepayments, redemptions or repurchases of the Term Loans and any Incremental Term Loans, Extended Term Loans, Specified Refinancing Debt and Incremental Equivalent Debt that, in each case, constitutes Pari Passu Indebtedness (including purchases and redemptions of such Term Loans, Incremental Term Loans, Extended

Term Loans, Specified Refinancing Debt and Incremental Equivalent Debt by the Borrower and its Subsidiaries below par in which case the amount of redemptions or repurchases of such Term Loans, Incremental Term Loans, Extended Term Loans, Specified Refinancing Debt and/or Incremental Equivalent Debt shall be deemed, for the purposes of this definition, to equal the aggregate purchase price paid to purchase or redeem such Term Loans, Incremental Term Loans, Extended Term Loans, Specified Refinancing Debt and/or Incremental Equivalent Debt below par) (in the case of the foregoing subclause (II), other than from proceeds of longterm Indebtedness), over

(b) the aggregate amount of all Incremental Term Commitments established prior to such time in reliance on this clause (i) pursuant to Section 2.21 and all Incremental Equivalent Debt incurred prior to such time in reliance on this clause (i) pursuant to Section 6.08(I), plus

(ii) an unlimited amount, so long as, for the purposes of this clause (ii), after giving pro forma effect to the incurrence or issuance of any such Incremental Term Loans or Incremental Equivalent Debt incurred under this clause (ii) and the pro forma adjustments described in Section 1.06 (for the avoidance of doubt, (A) without giving any pro forma effect to any substantially simultaneous incurrence in reliance on clause (i) above and (B) giving pro forma effect to the repayment of Indebtedness with the proceeds of any such Incremental Term Loans or Incremental Equivalent Debt),

(a) in the case of any Incremental Term Loans or Incremental Equivalent Debt secured by Liens on the Collateral on a pari passu basis with the Liens securing the Loan Document Obligations, the Senior Secured Leverage Ratio is equal to or less than 4.00 to 1.00;

(b) in the case of any Incremental Term Loans or Incremental Equivalent Debt secured by Liens on the Collateral on a junior basis relative to the Liens securing the Loan Document Obligations, the Senior Secured Leverage Ratio is equal to or less than 4.50 to 1.00;

(c) in the case of any Incremental Term Loans or Incremental Equivalent Debt that is not secured, the Leverage Ratio is equal to or less than 5.00 to 1.00;

provided that unless elected otherwise by the Borrower, any Incremental Term Loans or Incremental Equivalent Debt shall be deemed to have been incurred first, in reliance on clause (ii) above to the extent permitted thereby and second, in reliance on clause (i) above to the extent permitted thereby; provided, further, that (x) any Incremental Term Loans or Incremental Equivalent Debt incurred in reliance on clause (i) may be reclassified as the Borrower elects, from time to time, as incurred in reliance on clause (ii) if the Borrower is able to satisfy the applicable ratio test under clause (ii) at such time on a pro forma basis and (y) if the applicable ratio test under clause (ii) would be satisfied on a pro forma basis as of the end of any fiscal quarter, the reclassification described in clause (x) above shall be deemed to have occurred automatically.

“Incremental Lender” means a Lender with an Incremental Term Commitment or an outstanding Incremental Term Loan.

“Incremental Term Borrowing” means a Borrowing comprised of Incremental Term Loans.

“Incremental Term Commitment” means the commitment of any Lender, established pursuant to Section 2.21, to make any Incremental Term Loan to the Borrower.

“Incremental Term Loans” means any Loan made by one or more Lenders to the Borrower pursuant to Section 2.01(b), made in the form of (a) additional Term Loans or (b) to the extent permitted by Section 2.21 and provided for in the relevant Incremental Assumption Agreement, Specified Incremental Term Loans.

“Indebtedness” of any specified Person means, without duplication, (a) all indebtedness in respect of borrowed money, (b) all obligations of such Person evidenced by bonds, notes, debentures or similar instruments, (c) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement agreements with respect thereto), (d) Indebtedness (excluding prepaid interest thereon) of others secured by a Lien on property owned or being purchased by such Person, whether or not such Indebtedness shall have been assumed by such Person; (e) all obligations of such Person to pay the deferred and unpaid purchase price of any property (including Finance Lease Obligations), but excluding trade accounts payable or accrued liabilities arising in the Ordinary Course of Business, (f) all obligations under any accounts receivable financings, (g) all Disqualified Equity Interests of such Person, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Equity Interests or Indebtedness into which such Disqualified Equity Interests are convertible or exchangeable) and (ii) the maximum liquidation preference of such Disqualified Equity Interests, and (h) to the extent not otherwise included above, all guarantees of such Person in respect of the Indebtedness of others referred to in clauses (a) through (g) above. Notwithstanding the foregoing and for avoidance of doubt, no obligation under any Permitted Call Spread Hedge Agreement shall constitute Indebtedness.

Notwithstanding the foregoing, in no event shall the term “Indebtedness” be deemed to include (a) letters of credit that secure performance, bonds that secure performance, surety bonds or similar instruments that are issued in the Ordinary Course of Business, (b) in the case of the Borrower and its Restricted Subsidiaries, intercompany Indebtedness having a term not exceeding 364 days and made in the Ordinary Course of Business, (c) any earn-out obligation until such obligation is not paid after becoming due and payable, (d) accruals for payroll and other liabilities accrued in the Ordinary Course of Business, (e) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller and (f) any joint and several Tax liabilities arising by operation of consolidated return, fiscal unity or similar provisions of applicable law. The amount of Indebtedness of any Person for purposes of the above clause (d) that is expressly made non-recourse or limited recourse (limited solely to the assets securing such Indebtedness) to such Person shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

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

“Indemnitee” has the meaning specified in Section 9.04(b).

“Information” has the meaning specified in Section 9.08.

“Information Memorandum” means the information memorandum, dated December 2020, used by the Arrangers in connection with the syndication of the Term Facility.

“Interest Election Request” has the meaning specified in Section 2.09(b).

“Interest Expense” means, for the Borrower for any period, the sum, without duplication, of total Consolidated interest expense (including that portion attributable to Finance Leases in conformity with GAAP) of the Borrower and the Restricted Subsidiaries.

“Interest Period” means, for each Eurocurrency Rate Loan comprising part of the same Borrowing, the period commencing on the date of such Eurocurrency Rate Loan or the date of the Conversion of any Base Rate Loan into such Eurocurrency Rate Loan and ending on the last day of the period selected by the Borrower pursuant to the provisions below and Section 2.09 and, thereafter, each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Borrower pursuant to the provisions below and Section 2.09. The duration of each such Interest Period shall be one, two, three or six months, or subject to clause (c) of this definition, twelve months or a period of less than one month, as the Borrower may, upon notice received by the Agent not later than 11:00 A.M. (New York City time) on the third Business Day prior to the first day of such Interest Period, select; provided, however, that:

(a) with respect to the Term Facility, the Borrower may not select any Interest Period that ends after the Term Loan Maturity Date;

(b) Interest Periods commencing on the same date for Eurocurrency Rate Loans comprising part of the same Borrowing shall be of the same duration;

(c) in the case of any Borrowing, the Borrower shall not be entitled to select an Interest Period having a duration of twelve months or a duration of less than one month unless, by 2:00 P.M. (New York City time) on the third Business Day prior to the first day of such Interest Period, each Appropriate Lender notifies the Agent that such Lender will be providing funding for such Borrowing with such Interest Period (the failure of any Appropriate Lender to so respond by such time being deemed for all purposes of this Agreement as an objection by such Lender to the requested duration of such Interest Period); provided that, if any or all of the Appropriate Lenders object to the requested duration of such Interest Period, the duration of the Interest Period for such Borrowing shall be one, two, three or six months, as specified by the Borrower in the applicable Notice of Borrowing as the desired alternative to an Interest Period of twelve months or less than one month, as applicable;

(d) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; provided, however, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day; and

(e) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

Notwithstanding the foregoing, (i) any Interest Period may be adjusted by the Administrative Agent to the extent necessary to create a fungible Class of Term Loans and (ii) the initial Interest Period on the Term Loans funded on the Closing Date shall end on January 31, 2021 (subject to adjustment to January 29, 2021 as provided in clause (d) above).

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other

securities of another Person, (b) a loan, advance or capital contribution to, guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or all or substantially all of the property and assets of a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in cash by such Person with respect thereto.

“IP Rights” means trademarks, service marks, tradenames, copyrights, patents and other intellectual property rights.

“IRS” means the United States Internal Revenue Service.

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

“Junior Financing” has the meaning specified in Section 6.09(a).

“Latest Maturity Date” means, at any date of determination, the latest maturity or expiration date applicable to any Term Loan, Incremental Term Loan, Specified Refinancing Debt, Extended Term Loan, Refinancing Note, Refinancing Junior Loan or Commitment hereunder at such time.

“Lender Insolvency Event” means that (a) a Lender or its Parent Company is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (b) such Lender or its Parent Company has become the subject of a proceeding under any Debtor Relief Law, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment.

“Lenders” means each lender that has a Commitment hereunder with respect to any Facility, each lender that holds a Loan, each Lender that becomes a party hereto pursuant to Section 2.21 and each Person that shall become a party hereto pursuant to Section 9.07.

“Leverage Ratio” means, as of the last day of any fiscal quarter, the ratio of (a) an amount equal to (i) the Funded Debt on such date less (ii) the aggregate amount of Unrestricted Cash on such date to (b) EBITDA for the most recently ended Test Period.

“LIBOR Rate” means, for any Interest Period for each Eurocurrency Rate Loan comprising part of the same Borrowing, an interest rate per annum equal to the Intercontinental Exchange Benchmark Administration Ltd. (or the successor thereto if it is no longer making such rates available) LIBOR rate (“ICE LIBOR”) for Dollars, as published by Reuters (currently Reuters LIBOR01 page) (or any other commercially available source providing quotations of ICE LIBOR as designated by the Agent from time to time) (the “LIBOR Screen Rate”) at approximately 11:00 a.m. (London time) on the Quotation Day for such Interest Period, for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If the LIBOR Rate as determined pursuant

to the foregoing shall be less than 0.75%, the LIBOR Rate shall be deemed to be 0.75% for purposes of this Agreement.

“LIBOR Screen Rate” has the meaning assigned to such term in the definition of “LIBOR Rate”.

“Lien” means (a) with respect to any asset, any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, collateral assignment, encumbrance, charge or other security interest or preferential arrangement of any kind or nature whatsoever in or on such asset (including any conditional sale or other title retention agreement, Finance Lease, any easement, right of way or other encumbrance on title to real property) and (b) in the case of securities (other than Equity Interests of the Borrower), any purchase option, call or similar right of a third party with respect to such securities.

“Limited Condition Acquisition” means any Permitted Acquisition or permitted Investment, in each case the consummation of which is not conditioned on the availability of, or on obtaining, third party financing.

“LLC” shall mean any limited liability company organized or formed under the laws of any state of the United States.

“LLC Division” shall mean the statutory division of any LLC into two or more LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act or any comparable provision of the limited liability company law of any other state of the United States.

“Loan” means a Term Loan, an Extended Term Loan, a Specified Refinancing Debt and/or an Incremental Term Loan, as the context may require.

“Loan Document Obligations” means (a) the due and punctual payment by the Loan Parties of the principal of and interest (including any interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding) on each of the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of any Loan Party to the Agent, any of the Lenders or any other Secured Parties (other than for avoidance of doubt, each Cash Management Bank and each Hedge Bank, in each case in its capacity as such) pursuant to any Loan Document, including fees, costs, expenses and indemnities, whether primary, secondary, direct, indirect, absolute, contingent, fixed, due or to become due, now existing or hereafter arising or otherwise (including monetary obligations incurred after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding), and (b) the due and punctual performance of all other obligations of the Borrower or any other Loan Party under or pursuant to this Agreement and each of the other Loan Documents.

“Loan Documents” means this Agreement, each Note, if any, any Incremental Assumption Agreement, any Extension Amendment, each of the Security and Guarantee Documents and any other agreement, instrument or document agreed in writing by the Agent and the Borrower to be a Loan Document.

“Loan Parties” means the Borrower and each of the Subsidiary Guarantors.

“LTM EBITDA” means, as of any date of determination, EBITDA for the four fiscal quarter period most recently ended prior to such determination date for which financial statements have been delivered pursuant to Section 5.07(a) or (b), determined after giving effect to the pro forma adjustments described in Section 1.06.

“Market Intercreditor Agreement” means an intercreditor agreement the terms of which are consistent with market terms governing security arrangements for the sharing and/or subordination of liens or arrangements relating to the distribution of proceeds of collateral, as applicable, at the time the intercreditor agreement is proposed to be established in light of the types of Indebtedness subject thereto.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations and financial condition of the Borrower and the Restricted Subsidiaries, taken as a whole, (b) the rights and remedies of the Agent or any Lender under this Agreement or any Note or any of the other Loan Documents or (c) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under this Agreement or any Note or any of the other Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loans) in an aggregate principal amount equal to or greater than \$20.0 million.

“Maximum Rate” has the meaning assigned to such term in Section 9.15.

“Moody’s” means Moody’s Investors Service, Inc., and any successor to its rating agency business.

“Mortgage” means any mortgages or deeds of trust made by a Loan Party in favor or for the benefit of the Collateral Agent, each in form and substance reasonably acceptable to the Collateral Agent (taking into account the requirements of the law of the jurisdiction in which such Mortgage is to be recorded).

“Mortgaged Properties” means each parcel of real property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 5.10.

“Multiemployer Plan” means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Multiple Employer Plan” means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of the Borrower or any ERISA Affiliate and at least one Person other than the Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which the Borrower or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

“Net Cash Proceeds” means (a) with respect to any Asset Sale or other Disposition, the cash and Cash Equivalent proceeds (including casualty insurance settlements and condemnation awards and cash and Cash Equivalent proceeds subsequently received (as and when received) in respect of noncash consideration initially received) from such Asset Sale or other Disposition, net of (1) all fees and out-of-pocket expenses (including (A) broker’s fees, investment banking fees, collection expenses, commissions, survey costs, title insurance premiums, accountant and legal fees and other customary transaction expenses and (B) transfer and similar Taxes and the Borrower’s good faith estimate of income

Taxes paid or payable in connection with such sale), (2) amounts provided as a reserve by the Borrower and the Restricted Subsidiaries, against any liabilities or purchase price adjustment associated with such Asset Sale or other Disposition (provided that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds) in each case, as determined reasonably and in good faith by a Financial Officer of the Borrower, (3) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness which is secured by the asset sold in such Asset Sale or other Disposition and which is required to be repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such asset and any such Indebtedness that is so secured by a lien ranking equal or is subordinated to any Lien thereon securing the Obligations), (4) in the case of any Asset Sale or Disposition by a non-wholly owned Restricted Subsidiary, the pro rata portion of the Net Proceeds thereof (calculated without regard for this clause (4)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a wholly-owned Restricted Subsidiary as a result thereof and (5) any funded escrow established pursuant to the documents evidencing any such Asset Sale or Disposition (provided that, to the extent and at the time any such amounts are released from such escrow, such amounts shall constitute Net Cash Proceeds); provided, however, that, with respect to any Asset Sale or Disposition, if (x) the Borrower shall deliver a certificate of a Financial Officer to the Agent at the time of receipt thereof setting forth the Borrower's intent to use such proceeds to acquire, maintain, develop, construct, improve, upgrade or repair assets of a kind then used or usable in the business of the Borrower and the Restricted Subsidiaries or to make Permitted Acquisitions, in each case, within 12 months of receipt of such proceeds and (y) no Event of Default shall have occurred and shall be continuing at the time of such certificate or at the proposed time of the application of such proceeds, such proceeds shall not constitute Net Cash Proceeds except to the extent (A) not so used (or committed to be used) at the end of such 12-month period or (B) if committed to be used within such 12-month period, not so used within 180 days after the end of such 12-month period, at which time such proceeds shall be deemed to be Net Cash Proceeds and (b) with respect to any issuance or incurrence of any Indebtedness for borrowed money or the issuance of any Equity Interests, the cash and Cash Equivalent proceeds thereof, net of all Taxes and reasonable and customary fees, underwriting discounts, commissions, costs and other expenses incurred in connection therewith.

"NFIP" has the meaning assigned to such term in the definition of "Real Estate Collateral Requirements".

"Non-Approving Lender" means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders or all affected Lenders (or of any other Class or group of Lenders other than the Required Lenders) in accordance with the terms of Section 9.01 and (ii) has been approved by, as applicable, the Required Lenders (or the Lenders holding Loans or Commitments of such Class or group representing more than 50% of the sum of the total Loans and unused Commitments of such Class or group at such time).

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Not Otherwise Applied" means, with reference to any proceeds of any transaction or event or of the Available Amount that is proposed to be applied to a particular use or transaction, that such amount (a) was not required to prepay Loans under Section 2.10(b) and (b) has not previously been (and is not simultaneously being) applied to anything other than such particular use or transaction.