

so long as, in each case, such Liens secure amounts not overdue for a period of more than 30 days or if more than 30 days overdue, are unfiled and no other action has been taken to enforce such Liens or that are being contested in good faith and by appropriate actions, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or the failure to pay or discharge the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

195. pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation and pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Restricted Subsidiaries;

196. pledges or deposits to secure the performance of bids, trade contracts, utilities, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business or consistent with past practice;

197. easements, rights-of-way, restrictive covenants, servitudes, sewers, electric lines, drains, telegraph, telephone and cable lines, gas and oil pipelines, building codes, restrictions (including zoning restrictions), encroachments, licenses, protrusions and other similar encumbrances and minor title defects or irregularities and minor survey exceptions, in each case affecting Real Property and that do not in the aggregate materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole, and any exceptions on the Mortgage Policies issued in connection with the Mortgaged Properties;

198. Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(g), arising out of judgments or awards against the Borrower or any of its Restricted Subsidiaries with respect to which an appeal or other proceeding for review is then being pursued and for which adequate reserves have been made with respect thereto on the books of the applicable Person in accordance with GAAP and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings for which adequate reserves have been made with respect thereto on the books of the applicable Person in accordance with GAAP;

199. leases, licenses, subleases or sublicenses (including the provision of software or the licensing of other IP Rights) and terminations thereof, in each case granted to others in the ordinary course of business which do not in the reasonable business judgment of the Borrower interfere in any material respect with the business of the Borrower and its Restricted Subsidiaries, taken as a whole, do not secure any Indebtedness and are permitted by Section 7.05(h);

200. 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 in the ordinary course of business or Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or 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 in the ordinary course of business;

201. Liens of a collection bank arising under Section 4-208 of the Uniform Commercial Code on items in the course of collection, encumbering initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, in favor of a banking or other financial institution arising as a matter of Law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution (including the right of set-off) and that are within the general parameters customary in the banking industry or arising pursuant to such banking institutions general terms and conditions, and that are contractual rights of setoff or rights of pledge relating to purchase orders and other agreements entered into with customers of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business or pooled deposit or sweep accounts of Holdings or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any of its Restricted Subsidiaries;

202. Liens on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Sections 7.02(i) and (n) or to the extent related to any of the foregoing, Section 7.02(r), to be applied against the purchase price for such Investment, and consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

203. Liens in favor of Holdings, the Borrower or any Subsidiary Guarantor and in favor of a Restricted Subsidiary that is not a Loan Party on assets of a Restricted Subsidiary that is not a Loan Party securing Indebtedness permitted under Sections 7.03(b) and (d);

204. any interest or title of a lessor, sub-lessor, licensor or sub-licensor under leases, subleases, licenses or sublicenses entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

205. Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business permitted by this Agreement;

206. Liens deemed to exist in connection with Investments in repurchase agreements under Section 7.02(a);

207. assignment of, and sales or Liens on, accounts receivables or rights in respect of any thereof (x) that are delinquent or disputed, (y) for collection or (z) in connection with sales permitted by Section 7.05;

208. Liens that are contractual rights of set off or rights of pledge relating to purchase orders and other agreements entered into with customers of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

209. Liens solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

210. ground leases in respect of Real Property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located;

211. Liens to secure Indebtedness permitted under Section 7.03(e); *provided* that such Liens are incurred within 270 days of the acquisition, construction, repair, lease or improvement of the property subject to such Liens, such Liens do not at any time encumber property (except for replacements, additions, accessions and proceeds to such property) other than the property financed by such Indebtedness and the proceeds and products thereof and customary security deposits and with respect to Capitalized Leases, such Liens do not at any time extend to or cover any assets (except for replacements, additions and accessions to such assets) other than the assets subject to such Capitalized Leases and the proceeds and products thereof and customary security deposits; *provided* that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

212. Liens on property of any Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of any of the Borrower or any Restricted Subsidiary permitted under Section 7.03(m) or Indebtedness permitted under Section 7.03 of Restricted Subsidiaries that are not Loan Parties;

213. Liens (x) existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary (other than by designation as a Restricted Subsidiary pursuant to Section 6.14) or (y) created on the property of such Person securing Indebtedness to finance a Permitted Acquisition of such property or Person, in each case after the Closing Date (other than Liens on the Equity Interests of any Person that becomes a Restricted Subsidiary to the extent such Equity Interests are owned by the Borrower or any Subsidiary Guarantor); *provided* that in the case of clause (x), such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, such Lien does not extend to or cover any other assets or property (other than the proceeds, products and accessions thereof and other than after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, 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), and in the case of clause (x), the Indebtedness secured thereby is permitted under Section 7.03(g) or (v);

214. zoning, building, entitlement and other land use regulations by Governmental Authorities with which the normal operation of the business complies, and any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;

215. Liens arising from precautionary Uniform Commercial Code financing statement or similar filings securing obligations permitted to be incurred on a secured basis under Section 7.03 and elsewhere under this Section 7.01;

216. Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

217. the modification, replacement, renewal or extension of any Lien permitted by Sections 7.01(b), (u) and (w); *provided* that the Lien does not extend to any additional property, other than after-acquired property that is affixed or incorporated into the property covered by

such Lien and proceeds and products thereof, and the renewal, extension, restructuring or refinancing of the obligations secured or benefited by such Liens is permitted by Section 7.03 (to the extent constituting Indebtedness);

218. Liens with respect to property or assets of the Borrower or any of its Restricted Subsidiaries securing obligations in an aggregate principal amount outstanding at any time not to exceed the greater of \$60,000,000 and 40% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

219. Liens incurred in reliance on the Cumulative Credit;

220. Liens on the Collateral securing obligations in respect of Permitted First Priority Refinancing Debt or Permitted Junior Priority Refinancing Debt and Indebtedness permitted pursuant to Section 7.03(v)(i) and (ii), (w) (relating to (v)(i) and (v)(ii)) and (z) (to the extent permitted to be secured thereunder) and any Permitted Refinancing of any of the foregoing;

221. deposits of cash with the owner or lessor of premises leased and operated by the Borrower or any of its Subsidiaries to secure the performance of the Borrower's or such Subsidiary's obligations under the terms of the lease for such premises;

222. Liens on property of any Foreign Subsidiary securing Indebtedness of such Foreign Subsidiary permitted under Section 7.03;

223. Liens on property subject to any sale-leaseback transaction permitted hereunder and general intangibles related thereto;

224. in the case of any non-wholly-owned Restricted Subsidiary, any put and call arrangements or restrictions on disposition related to its Equity Interests set forth in its organizational documents or any related joint venture or similar agreement;

225. Liens securing Swap Contracts so long as (x) such Swap Contracts do not constitute Secured Hedge Agreements and (y) the value of the property securing such Swap Contracts does not exceed the greater of \$10,000,000 and 7.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period at any time;

226. Liens consisting of contractual restrictions on cash and Cash Equivalents held by Restricted Subsidiaries that prohibit distributions so long as such contractual restrictions are permitted under Section 7.09;

227. Liens arising by operation of law in the United States under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods; and

228. Liens to secure Indebtedness permitted under Section 7.03(v).

cc. *Investments.* Make or hold any Investments, except:

229. Investments by the Borrower or any of its Restricted Subsidiaries in assets that were cash or Cash Equivalents when such Investment was made;

230. loans or advances to officers, directors and employees of any Loan Party (or any direct or indirect parent thereof, including the Public Parent) or any of its Subsidiaries for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes and in connection with such Person's purchase of Equity Interests of the Borrower or any direct or indirect parent thereof (including the Public Parent) or to permit the payment of taxes with respect thereto; *provided* that, to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Equity Interests shall be contributed to the Borrower in cash as common equity; *provided, further*, that the aggregate principal amount outstanding at any time under this clause (ii) shall not exceed the greater of \$10,000,000 and 7.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period and for any other purposes not described in the foregoing clauses (i) and (ii); *provided* that the aggregate principal amount outstanding at any time under this clause (iii) shall not exceed the greater of \$10,000,000 and 7.5% of Consolidated EBITDA;

231. Investments among the Borrower and/or one or more Restricted Subsidiaries or in any Person that will, upon such Investment, become a Restricted Subsidiary;

232. Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

233. Investments (excluding loans and advances made in lieu of Restricted Payments pursuant to and limited by Section 7.02(m) below) consisting of transactions permitted under Sections 7.01, 7.03 (other than 7.03(c) and (d) and the proviso to (f)), 7.04 (other than 7.04(c)(ii) or (e)), 7.05 (other than 7.05(d)(ii) and (e)), 7.06 (other than 7.06(d) or (h)(iv)) and 7.13, respectively;

234. Investments existing or contemplated on the Closing Date or made pursuant to legally binding written contracts in existence on the Closing Date, and in the case of Investments having a fair market value in excess of \$5,000,000, set forth on Schedule 7.02(f), and any modification, replacement, renewal, reinvestment or extension thereof that does not increase the value thereof and existing on the Closing Date by Holdings or any Restricted Subsidiary in Holdings or any other Restricted Subsidiary and any modification, renewal or extension thereof that does not increase the value thereof;

235. Investments in Swap Contracts permitted under Section 7.03(f);

236. promissory notes, securities and other non-cash consideration received in connection with Dispositions permitted by Section 7.05;

237. any acquisition of all or substantially all the assets of a Person or any Equity Interests in a Person that becomes a Restricted Subsidiary or division or line of business of a Person (or any subsequent Investment made in a Person, division or line of business previously acquired in a Permitted Acquisition), in a single transaction or series of related transactions, if immediately after giving effect thereto: subject to Section 1.08, no Event of Default exists at the time of the signing of a definitive acquisition agreement with respect thereto; any acquired or newly formed Restricted Subsidiary shall not be liable for any Indebtedness except for Indebtedness otherwise permitted by Section 7.03; and to the extent required by the Collateral

and Guarantee Requirement, the property, assets and businesses acquired in such purchase or other acquisition shall constitute Collateral and any such newly created or acquired Restricted Subsidiary (other than an Excluded Subsidiary or an Unrestricted Subsidiary) shall become a Guarantor, in each case to the extent required by and in accordance with Section 6.11 (any such acquisition under this Section 7.02(i), a “**Permitted Acquisition**”);

238. Investments constituting a part of the Transactions;

239. 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 consistent with past practices;

240. Investments (including debt obligations and Equity Interests) 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 arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

241. loans and advances to any direct or indirect parent of the Borrower (including the Public Parent) 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 permitted to be made to such parent in accordance with Section 7.06(f), (g), (h), (i), (j), (l) or (m), such Investment being treated for purposes of the applicable clause of Section 7.06, including any limitations, as if a Restricted Payment had been made pursuant to such clause in an amount equal to such Investment;

242. Investments (including Permitted Acquisitions) in an aggregate amount pursuant to this Section 7.02(n) (valued at the time of the making thereof, and without giving effect to any write downs or write offs thereof) at any time not to exceed the greater of \$75,000,000 and 50% of Consolidated EBITDA as of the last day of the most recently ended Test Period (in each case, increased by (A) any return in respect thereof, including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts and (B) the gain in any fair market value of the Investments made under this clause (n) in any Unrestricted Subsidiary at the time of redesignation as a Restricted Subsidiary);

243. Investments made in respect of (x) joint ventures or other similar agreements or partnerships, not to exceed in the aggregate the greater of \$37,500,000 and 25% of Consolidated EBITDA as of the last day of the most recently ended Test Period and (y) joint ventures or other similar agreements or partnerships or Unrestricted Subsidiaries, not to exceed in the aggregate the greater of \$15,000,000 and 10% of Consolidated EBITDA as of the last day of the most recently ended Test Period (in each case of clauses (x) and (y), plus the amount of any return in respect thereof, including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts);

244. advances of payroll payments to employees in the ordinary course of business;

245. Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts and loans or advances made to distributors and suppliers in the ordinary course of business and Investments to the extent that payment for

such Investments is made solely with Qualified Equity Interests of Holdings or Equity Interests of Holdings or any direct or indirect parent of Holdings (including the Public Parent);

246. Investments of a Restricted Subsidiary acquired after the Closing Date (or of an Unrestricted Subsidiary that is redesignated as a Restricted Subsidiary after the Closing Date) or of a Person merged or amalgamated or consolidated into the Borrower or Restricted Subsidiary in accordance with Section 7.04 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation (or redesignation) and were in existence on the date of such acquisition, merger or consolidation (or redesignation).

247. [reserved];

248. Investments in deposit accounts, securities accounts and commodities accounts maintained by the Borrower or any of its Restricted Subsidiaries;

249. Investments in connection with Permitted Reorganizations;

250. Investments using the Cumulative Credit at such time, the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (v)(ii) and the Available Indebtedness Capacity Amount, the Available RDP Capacity Amount and/or the Available RP Capacity Amount;

251. other Investments such that the Consolidated First Lien Net Leverage Ratio would be less than or equal to the greater of (i) 3.75:1.00 and (ii) the Consolidated First Lien Net Leverage Ratio immediately prior to such Investment; and

252. Investments in the form of loans and/or advances by the Borrower or any Restricted Subsidiary in any Professional Corporation in the ordinary course of business or consistent with past practice.

To the extent an Investment is permitted to be made by a Loan Party directly in any Restricted Subsidiary or any other Person who is not a Loan Party (each such person, a “**Target Person**”) under any provision of this Section 7.02, such Investment may be made by advance, contribution or distribution by a Loan Party to a Restricted Subsidiary or Holdings, and further advanced or contributed to a Restricted Subsidiary for purposes of making the relevant Investment in the Target Person without constituting an Investment for purposes of Section 7.02 (it being understood that such Investment must satisfy the requirements of, and shall count towards any thresholds in, a provision of this Section 7.02 as if made by the applicable Loan Party directly to the Target Person).

cd. *Indebtedness*. Create, incur, assume or suffer to exist any Indebtedness, except:

253. Indebtedness of any Loan Party under the Loan Documents (including any Indebtedness incurred pursuant to Section 2.14 or 2.15);

254. (x) Indebtedness outstanding on the Closing Date and, in the case of Indebtedness in excess of \$5,000,000, listed on Schedule 7.03(b) and any Permitted Refinancing thereof and (y) intercompany Indebtedness outstanding on the Closing Date and any Permitted Refinancing thereof; *provided* that any such intercompany Indebtedness of any Loan Party owed





to any Restricted Subsidiary that is not a Loan Party shall be unsecured and subordinated to the Obligations pursuant to the Intercompany Note;

255. Guarantees by the Borrower and any Restricted Subsidiary in respect of Indebtedness of the Borrower or any Restricted Subsidiary otherwise permitted hereunder; *provided* that no Guarantee by any Restricted Subsidiary of any Indebtedness constituting a junior lien financing or Specified Junior Financing Obligation shall be permitted unless such guaranteeing party shall have also provided a Guarantee of the Obligations on the terms set forth herein and if the Indebtedness being Guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Guarantee of the Obligations on terms at least as favorable (as reasonably determined by the Borrower) to the Lenders as those contained in the subordination of such Indebtedness;

256. Indebtedness of the Borrower or any Restricted Subsidiary owing to any Loan Party or any other Restricted Subsidiary (or issued or transferred to any direct or indirect parent of a Loan Party which is substantially contemporaneously transferred to a Loan Party or any Restricted Subsidiary of a Loan Party); *provided* that (x) no such Indebtedness owed to a Loan Party shall be evidenced by a promissory note unless such promissory note is pledged to the Administrative Agent in accordance with the terms of the Security Agreement and (y) all such Indebtedness of any Loan Party owed to any Restricted Subsidiary that is not a Loan Party shall be subordinated in right of payment to the Obligations pursuant to subordination terms substantially consistent with the terms of the Intercompany Note;

257. Attributable Indebtedness and other Indebtedness (including Capitalized Leases) financing an acquisition, construction, repair, replacement, lease or improvement of a fixed or capital asset incurred by the Borrower or any Restricted Subsidiary prior to or within 270 days after the acquisition, construction, repair, replacement, lease or improvements of the applicable asset in an aggregate amount not to exceed the greater of \$45,000,000 and 30% of Consolidated EBITDA as of the last day of the most recently ended Test Period, in each case determined at the time of incurrence (together with any Permitted Refinancings thereof) at any time outstanding and Attributable Indebtedness arising out of sale-leaseback transactions permitted by Section 7.05(m) and any Permitted Refinancing of such Attributable Indebtedness;

258. Indebtedness in respect of Swap Contracts designed to hedge against the Borrower's or any Restricted Subsidiary's exposure to interest rates, foreign exchange rates or commodities pricing risks incurred in the ordinary course of business and not for speculative purposes and Guarantees thereof;

259. Indebtedness of the Borrower or any Restricted Subsidiary assumed or incurred in connection with any Permitted Acquisition or other Investment not prohibited hereunder; *provided* that solely in the case of assumed Indebtedness, such Indebtedness is not incurred in contemplation of such Permitted Acquisition or other Investment or any Permitted Refinancing thereof or in the case of incurred Indebtedness or Indebtedness assumed in contemplation of such Permitted Acquisition or Investment, after giving Pro Forma Effect to such Permitted Acquisition or other Investment and the incurrence or assumption of such Indebtedness, as applicable, the aggregate amount of such Indebtedness at any time outstanding does not exceed the sum of (x) the greater of \$60,000,000 and 40% of Consolidated EBITDA as of the last day of the most recently ended Test Period plus (y) additional Indebtedness so long as the Consolidated Total Net Leverage Ratio would not be greater than 5.00:1.00; *provided*, that, (A) in the case of clause (ii)

only, other than with respect to any Inside Maturity Debt, such Indebtedness does not mature prior to the date that is the Latest Maturity Date, or have a Weighted Average Life to Maturity less than the Weighted Average Life to Maturity of any Term Loan outstanding at the time such Indebtedness is incurred or issued, (B) no Event of Default under Sections 8.01(a) or (f) (with respect to the Borrower) shall exist or result therefrom and (C) the aggregate principal amount at any time outstanding of such Indebtedness of Restricted Subsidiaries that are non-Loan Parties incurred pursuant to this Section 7.03(g) shall not exceed the greater of \$30,000,000 and 20% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

260. Indebtedness representing deferred compensation to employees of Borrower or any of its Restricted Subsidiaries or any direct or indirect incurred parent of the Borrower (including the Public Parent) in the ordinary course of business;

261. Indebtedness consisting of promissory notes issued by Holdings or any of its Restricted Subsidiaries to current or former officers, managers, consultants, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of Holdings or any direct or indirect parent of Holdings (including the Public Parent) permitted by Section 7.06;

262. Indebtedness incurred by Holdings or any of its Restricted Subsidiaries in a Permitted Acquisition, any other Investment permitted hereunder, merger or any Disposition permitted hereunder, in each case, constituting indemnification obligations or obligations in respect of purchase price (including earn-outs) or other similar adjustments;

263. Indebtedness consisting of obligations of Holdings or any of its Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with Permitted Acquisitions or any other Investment permitted hereunder;

264. Cash Management Obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the ordinary course of business and any Guarantees thereof or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is extinguished within 10 Business Days of its incurrence;

265. Indebtedness in an aggregate principal amount that at the time of, and after giving effect to, the incurrence thereof, would not exceed the greater of \$60,000,000 and 40% of Consolidated EBITDA as of the last day of the most recently ended Test Period (minus any utilization of the Available Indebtedness Capacity Amount in reliance on unused capacity under this clause (m));

266. Indebtedness consisting of the financing of insurance premiums or take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

267. Indebtedness incurred by the Borrower or any of its Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including 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;