

under the Securities Act, substantially identical notes (having the same guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

**“Regulated Bank”** means (x) an Approved Commercial Bank that is (i) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation; (ii) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913; (iii) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board under 12 CFR part 211; (iv) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (iii); or (v) any other U.S. or non-U.S. depository institution or any branch, agency or similar office thereof supervised by a bank regulatory authority in any jurisdiction, (y) any Affiliate of a Person set forth in clause (x) above to the extent that (1) all of the Equity Interests of such Affiliate is directly or indirectly owned by either (I) such Person set forth in clause (x) above or (II) a parent entity that also owns, directly or indirectly, all of the Equity Interests of such Person set forth in clause (x) and (2) such Affiliate is a securities broker or dealer registered with the SEC under Section 15 of the Exchange Act, or (z) any Lender that is specifically designated in writing as a “Regulated Bank” by the Borrower to the Administrative Agent and such Lender.

**“Rejection Notice”** has the meaning set forth in Section 2.05(b)(viii).

**“Related Parties”** means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person’s Affiliates.

**“Release”** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into, onto, under or through the Environment or any facility or property.

**“Replacement Term Loans”** has the meaning set forth in Section 10.01.

**“Reportable Event”** means any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the otherwise applicable notice period has been waived by regulation or otherwise by the PBGC.

**“Repricing Event”** shall mean, other than in connection with a material Disposition, Change of Control, a Transformative Transaction or a dividend recapitalization, (i) any substantially concurrent prepayment or repayment of Initial Term Loans in whole or in part with the proceeds of, or any conversion of any Initial Term Loans into, any new or replacement tranche of broadly syndicated Dollar denominated long-term term “B” loans secured on a pari passu basis with the Initial Term Loans that bear interest with an applicable margin less than the Applicable Rate applicable to the Initial Term Loans or (ii) any amendment to this Agreement that, directly or indirectly, reduces the Applicable Rate applicable to the Initial Term Loans; provided that the primary purpose (as determined by the Borrower in good faith) of such prepayment, repayment, refinancing, replacement or amendment was to reduce the applicable margin of the Initial Term Loans.

**“Request for Credit Extension”** means (a) with respect to a Borrowing, continuation or conversion of Term Loans or Revolving Credit Loans, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

**“Required Lenders”** means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition), (b) aggregate unused Term Commitments and (c) aggregate unused Revolving Credit Commitments and unused Refinancing Revolving Credit Commitments; *provided* that the unused Term Commitments, Revolving Credit Commitments and Refinancing Revolving Credit Commitments of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders; *provided, further*, that, to the same extent set forth in Section 10.07(m) with respect to the determination of Required Lenders, the Loans of any Affiliated Lender shall in each case be excluded for purposes of making a determination of Required Lenders.

**“Required Revolving Lenders”** means, as of any date of determination, Revolving Credit Lenders having more than 50% of the sum of (a) the Outstanding Amount of all Revolving Credit Loans and L/C Obligations (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations being deemed “held” by such Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments and unused Refinancing Revolving Credit Commitments; *provided* that the Revolving Credit Commitments and Refinancing Revolving Credit Commitments of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

**“Resolution Authority”** means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

**“Responsible Officer”** means the chief executive officer, president, vice president, chief financial officer, chief administrative officer, secretary or assistant secretary, treasurer or assistant treasurer, controller or other similar officer of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to a Restricted Subsidiary’s equity holders, partners or members (or the equivalent Persons thereof).

**“Restricted Subsidiary”** means any Subsidiary (including the Borrower) of Holdings other than an Unrestricted Subsidiary.

**“Retained Excess Cash Flow”** means the aggregate amount of Excess Cash Flow that is not required to be applied to prepay Term Loans pursuant to Section 2.05(b)(i).

**“Returns”** means, with respect to any Investment, any dividends, distributions, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

**“Revolver Extension Request”** has the meaning set forth in Section 2.16(b).

**“Revolver Extension Series”** has the meaning set forth in Section 2.16(b).

**“Revolving Commitment Increase”** has the meaning set forth in Section 2.14(a).

**“Revolving Credit Borrowing”** means a borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period, made by each of the Revolving Credit Lenders.

**“Revolving Credit Commitment”** means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrower, (b) purchase participations in L/C Obligations in respect of Letters of Credit and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 1.01A under the caption “Revolving Credit Commitment” or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement (including Sections 2.14 and 10.07(b)). The aggregate Revolving Credit Commitments of all Revolving Credit Lenders shall be \$185,000,000 on the Closing Date, as such amount may be adjusted from time to time in accordance with this Agreement.

**“Revolving Credit Exposure”** means, as to each Revolving Credit Lender, the sum of the amount of the Outstanding Amount of such Revolving Credit Lender’s Revolving Credit Loans, its Pro Rata Share or other applicable share provided for under this Agreement of the amount of the L/C Obligations at such time and its Pro Rata Share or other applicable share provided for under this Agreement of the Swing Line Obligations at such time.

**“Revolving Credit Facility”** means the Revolving Credit Commitments, including any Revolving Commitment Increase, each Extension Series of Extended Revolving Credit Commitments, each Refinancing Series of Refinancing Revolving Credit Commitments and the Credit Extensions made thereunder.

**“Revolving Credit Lender”** means, at any time, any Lender that has a Revolving Credit Commitment at such time or, if the Revolving Credit Commitments have terminated, Revolving Credit Exposure.

**“Revolving Credit Loans”** has the meaning set forth in Section 2.01(b).

**“Revolving Credit Note”** means a promissory note of the Borrower payable to any Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit C-2 hereto, evidencing the aggregate Indebtedness of the Borrower to such Revolving Credit Lender resulting from the Revolving Credit Loans made by such Revolving Credit Lender to the Borrower.

**“S&P”** means Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc.

**“Same Day Funds”** means immediately available funds.

**“Screen Rate”** has the meaning set forth in the definition of “Interpolated Rate.”

**“SEC”** means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

**“Secured Hedge Agreement”** means any Swap Contract permitted under Article VII that is entered into by and between the Borrower or any Restricted Subsidiary and any Hedge Bank, to the extent designated by the Borrower as a “Secured Hedge Agreement” in writing to the Administrative Agent. The designation of any Secured Hedge Agreement shall not create in favor of such Hedge Bank any rights in connection with the management or release of Collateral or of the obligations of any Guarantor under the Loan Documents.

**“Secured Obligations”** means, collectively, the Obligations, the Cash Management Obligations and all obligations owing to the Secured Parties by Holdings, the Borrower or any Restricted Subsidiary under any Secured Hedge Agreement (but excluding in any event Excluded Swap Obligations).

**“Secured Parties”** means, collectively, the Administrative Agent, the Lenders (including in their capacities as Swing Line Lender and L/C Issuers), the Hedge Banks and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05.

**“Securities Act”** means the Securities Act of 1933, as amended.

**“Security Agreement”** means the Security Agreement, dated as of the Closing Date, by and among the Administrative Agent and the Loan Parties.

**“Security Agreement Supplement”** has the meaning set forth in the Security Agreement.

**“Senior Representative”** means, with respect to any series of Permitted First Priority Refinancing Debt or Permitted Junior Priority Refinancing Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

**“Solicited Discount Proration”** has the meaning set forth in Section 2.05(a)(v)(D)(3).

**“Solicited Discounted Prepayment Amount”** has the meaning set forth in Section 2.05(a)(v)(D)(1).

**“Solicited Discounted Prepayment Notice”** means a written notice of the Borrower of Solicited Discounted Prepayment Offers made pursuant to Section 2.05(a)(v)(D) substantially in the form of Exhibit E-4.

**“Solicited Discounted Prepayment Offer”** means the irrevocable written offer by each Lender, substantially in the form of Exhibit E-5, submitted following the Administrative Agent’s receipt of a Solicited Discounted Prepayment Notice.

**“Solicited Discounted Prepayment Response Date”** has the meaning set forth in Section 2.05(a)(v)(D)(1).

**“Solvent”** and **“Solvency”** mean, with respect to any Person or Persons on any date of determination, that on such date such Person or Persons (a) have property with fair value greater than the total amount of their debts and liabilities, contingent (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability), subordinated or otherwise, (b) have assets with present fair saleable value not less than the amount that will be required to pay their liability on their debts as they become absolute and matured, (c) will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured and (d) are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which their property would constitute an unreasonably small capital.

**“SPC”** has the meaning set forth in Section 10.07(h).

**“Specified Asset Sale Proceeds”** means the aggregate amount of Net Proceeds of any Disposition or Casualty Event that are not required to be applied to prepay Term Loans pursuant to Section 2.05(b)(ii).

**“Specified Discount”** has the meaning set forth in Section 2.05(a)(v)(B)(1).

**“Specified Discount Prepayment Amount”** has the meaning set forth in Section 2.05(a)(v)(B)(1).

**“Specified Discount Prepayment Notice”** means a written notice of a Borrower Offer of Specified Discount Prepayment made pursuant to Section 2.05(a)(v)(B) substantially in the form of Exhibit E-6.

**“Specified Discount Prepayment Response”** means the irrevocable written response by each Lender, substantially in the form of Exhibit E-7, to a Specified Discount Prepayment Notice.

**“Specified Discount Prepayment Response Date”** has the meaning set forth in Section 2.05(a)(v)(B)(1).

**“Specified Discount Proration”** has the meaning set forth in Section 2.05(a)(v)(B)(3).

**“Specified Junior Financing Obligations”** means any obligations in respect of any Junior Financing in respect of which any Loan Party is an obligor in a principal amount in excess of the Threshold Amount.

**“Specified Transaction”** means any Investment that results in a Person becoming a Restricted Subsidiary, any designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary, any Permitted Acquisition or any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Borrower, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of, or all or substantially all of the Equity Interests of, another Person or any Disposition of a business unit, line of business or division of the Borrower or a Restricted Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, or any incurrence, prepayment, redemption,

repurchase, defeasance, acquisition, extinguishment, retirement or repayment of any Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility or line of credit), any Restricted Payment, any Incremental Revolving Loan Commitment, any Incurrence of Incremental Revolving Loans, any incurrence of Incremental Term Loans, any creation of Extended Term Loans or Extended Revolving Credit Commitments, solely for the purposes of determining the applicable cash balance, any contribution of capital, including as a result of an offering of Equity Interests, to the Borrower, or any other event that by the terms of this Agreement requires pro forma compliance with a test or covenant hereunder or requires a test or covenant to be calculated on a “Pro Forma Basis” or after giving “Pro Forma Effect”.

“**Sponsor**” means New Mountain Partners IV, L.P. and any of its Affiliates, and funds or partnerships managed or advised by any of them or any of their respective Affiliates but not including, however, any portfolio company of any of the foregoing.

“**Starter Basket**” means the sum of (1) the greater of (x) \$152,000,000 and (y) 100% of Consolidated EBITDA as of the last day of the most recently ended Test Period *plus* (2) any unused amounts under Section 7.03(m).

“**Statutory Reserves**” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board and any other banking authority, domestic or foreign, to which the Administrative Agent or any Lender (including any branch, Affiliate or other fronting office making or holding a Loan) is subject for Eurocurrency Liabilities (as defined in Regulation D of the Board). Eurocurrency Rate Loans shall be deemed to constitute Eurocurrency Liabilities (as defined in Regulation D of the Board) and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Administrative Agent or any Lender under such Regulation D. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“**Submitted Amount**” has the meaning set forth in Section 2.05(a)(v)(C)(1).

“**Submitted Discount**” has the meaning set forth in Section 2.05(a)(v)(C)(1).

“**Subsequent Transaction**” has the meaning set forth in Section 1.08.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which (i) a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency that has not yet happened) are at the time beneficially owned, (ii) more than half of the issued share capital is at the time beneficially owned or (iii) the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings. The term “Subsidiary” and “Restricted Subsidiary” shall not include any Professional Corporation; *provided*, however, that (x) nothing in this Agreement or any other Loan Document shall limit or otherwise affect the treatment of Professional Corporations (including with respect to consolidation) for financial reporting

purposes under and in accordance with GAAP and (y) if and to the extent that any Professional Corporations are required (or elected by the Borrower) to be consolidated with the Borrower and its Subsidiaries for financial reporting purposes under and in accordance with GAAP, then for purposes of (1) any financial reporting requirement hereunder (including, without limitation, under Section 6.01) and (2) any calculation hereunder of Consolidated EBITDA or Consolidated Net Income, in each case, such Professional Corporations (as applicable) shall be included in such financial reporting and/or calculations (as applicable) notwithstanding anything to the contrary herein.

**“Subsidiary Guarantor”** means any Guarantor other than Holdings and the Borrower.

**“Successor Company”** has the meaning set forth in Section 7.04(d).

**“Supported QFC”** has the meaning set forth in Section 10.22.

**“Swap Contract”** means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a **“Master Agreement”**), including any such obligations or liabilities under any Master Agreement.

**“Swap Obligation”** has the meaning set forth in the definition of “Excluded Swap Obligation.”

**“Swap Termination Value”** means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

**“Swing Line Borrowing”** means a borrowing of a Swing Line Loan pursuant to Section 2.04.

**“Swing Line Lender”** means Barclays Bank PLC, in its capacity as a provider of Swing Line Loans, or any successor swing line lender hereunder.

**“Swing Line Loan”** has the meaning set forth in Section 2.04(a).

**“Swing Line Loan Notice”** means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which, if in writing, shall be substantially in the form of Exhibit A-2 or such other form as approved by the Administrative Agent.

**“Swing Line Obligations”** means, as at any date of determination, the aggregate principal amount of all Swing Line Loans outstanding.

**“Swing Line Sublimit”** means an amount equal to the lesser of (a) \$20,000,000 and (b) the aggregate principal amount of the Revolving Credit Commitments. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

**“Target Person”** has the meaning set forth in Section 7.02.

**“Tax Group”** has the meaning set forth in Section 7.06(h)(vii).

**“Taxes”** means all present or future taxes, duties, levies, imposts, assessments or withholdings imposed by any Governmental Authority including interest, penalties and additions to tax.

**“Term Borrowing”** means a borrowing consisting of Term Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period, made by each of the Term Lenders pursuant to Section 2.01(a), or under any Incremental Amendment, Extension Amendment or Refinancing Amendment.

**“Term Commitment”** means, as to each Term Lender, its obligation to make a Term Loan to the Borrower hereunder, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Term Lender under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to (i) assignments by or to such Term Lender pursuant to an Assignment and Assumption, (ii) an Incremental Amendment, (iii) a Refinancing Amendment, (iv) an Extension Amendment or (v) the incurrence of Replacement Term Loans. The initial amount of each Term Lender’s Commitment is set forth on Schedule 1.01A under the caption “Initial Term Commitment” or, otherwise, in the Assignment and Assumption, Incremental Amendment, Extension Amendment or Refinancing Amendment pursuant to which such Lender shall have assumed its Commitment, as the case may be.

**“Term Facility”** means (a) prior to the Closing Date, the Initial Term Commitments and (b) thereafter, each Class of Term Loans and/or Term Commitments.

**“Term Lender”** means, at any time, any Lender that has (a) an Initial Term Commitment, Incremental Term Commitment or Refinancing Term Commitment or (b) a Term Loan at such time.

**“Term Loan”** means any Initial Term Loan, Extended Term Loan, Incremental Term Loan, Refinancing Term Loan or Replacement Term Loan, as the context may require.

**“Term Loan Extension Request”** has the meaning set forth in Section 2.16(a).

**“Term Loan Extension Series”** has the meaning set forth in Section 2.16(a).



**“Term Loan Increase”** has the meaning set forth in Section 2.14(a).

**“Term Note”** means a promissory note of the Borrower payable to any Term Lender or its registered assigns, in substantially the form of Exhibit C-1 hereto, evidencing the aggregate Indebtedness of the Borrower to such Term Lender resulting from the Term Loans made by such Term Lender.

**“Test Period”** means, for any date of determination under this Agreement, the four consecutive fiscal quarters of the Borrower most recently ended as of such date of determination for which financial statements have been delivered or, at the Borrower’s election, are internally available.

**“Threshold Amount”** means the greater of (x) \$30,000,000 and (y) 20% of Consolidated EBITDA as of the last day of the most recently ended Test Period.

**“Total Assets”** means the total assets of the Borrower and the Restricted Subsidiaries on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of the Borrower delivered pursuant to Section 6.01(a) or (b) or, for the period prior to the time any such statements are so delivered pursuant to Section 6.01(a) or (b), the Pro Forma Balance Sheet.

**“Total Outstandings”** means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

**“TRA”** has the meaning set forth in Section 7.06(h)(ix).

**“Transaction Expenses”** means any fees or expenses incurred or paid by the Sponsor (excluding at all times Taxes), Holdings, the Borrower or any of their respective Subsidiaries in connection with the Transactions (including (x) expenses in connection with hedging transactions and (y) transaction bonuses and the associated employer portion of payroll taxes), this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

**“Transactions”** means (a) the execution and delivery of the Loan Documents to be entered into on the Closing Date and the funding of the Loans on the Closing Date, (b) the consummation of the Refinancing and (c) the payment of fees and expenses incurred in connection therewith.

**“Transferred Guarantor”** has the meaning set forth in Section 11.09.

**“Transformative Transaction”** shall mean any acquisition, investment or disposition or any transaction by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such transaction or (b) if permitted by the terms of this Agreement immediately prior to the consummation of such transaction, would not provide the Borrower and its Restricted Subsidiaries with a durable capital structure following such consummation, as determined by the Borrower acting in good faith.

**“Treasury Services Agreement”** means any agreement between the Borrower or any Restricted Subsidiary and any Hedge Bank relating to treasury, depository, credit card, debit card and cash management services or automated clearinghouse transfer of funds or any similar services.

“**Type**” means, with respect to a Loan, its character as a Base Rate Loan or a Eurocurrency Rate Loan.

“**UBS**” means UBS AG, Stanford Branch.

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**U.S. Special Resolution Regimes**” has the meaning set forth in Section 10.22.

“**Unfunded Participations**” means, with respect to an L/C Issuer, the aggregate amount, if any, of participations in respect of any outstanding L/C Borrowing that shall not have been funded by the Revolving Credit Lenders in accordance with Section 2.03(c).

“**Uniform Commercial Code**” or “**UCC**” means (i) the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or (ii) the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it applies to any item or items of Collateral. References in this Agreement and the other Loan Documents to specific sections of the Uniform Commercial Code are based on the Uniform Commercial Code as in effect in the State of New York on the date hereof. In the event such Uniform Commercial Code is amended or another Uniform Commercial Code described in clause (ii) is applicable, such section reference shall be deemed to be references to the comparable section in such amended or other Uniform Commercial Code.

“**United States**” and “**U.S.**” mean the United States of America.

“**United States Tax Compliance Certificate**” has the meaning set forth in Section 3.01(d)(ii)(C).

“**Unreimbursed Amount**” has the meaning set forth in Section 2.03(c)(i).

“**Unrestricted Cash Amount**” means, as of any date of determination, the amount of (a) unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries whether or not held in an account pledged to the Administrative Agent and (b) cash and Cash Equivalents restricted in favor of the Secured Parties (which may also include cash and Cash Equivalents securing other Indebtedness secured by a Lien on the Collateral on a *pari passu* basis with the Facilities). Notwithstanding the foregoing, for all purposes under this Agreement other than determining compliance with Section 7.11 and calculating the Applicable Rate, the Unrestricted Cash Amount shall not exceed the greater of \$76,000,000 and 50% of Consolidated EBITDA as of the last day of the most recently ended Test Period (the “**Cash Netting Cap**”) until such time as the Unrestricted Cash Amount (without giving effect to the Cash Netting Cap) is less than the then-current Cash Netting Cap (after which time the Cash Netting Cap shall no longer apply).