

The Applicable Margin shall be adjusted quarterly, to the extent applicable, as of the first day of the month following the date on which financial statements are required to be delivered pursuant to Section 5.04(b) after the end of the last month of each Fiscal Quarter (including with respect to the last Fiscal Quarter of each Fiscal Year) based on the Senior Leverage Ratio as of the last day of such Fiscal Quarter. Notwithstanding the foregoing, (a) until the first day of the month following the calendar month ending December 31, 2018, the Applicable Margin shall be the rate corresponding to Level I in the foregoing table, (b) if Borrower fails to deliver the financial statements required by Section 5.04(b), or the related certificate required by Section 5.04(d), by the respective date required thereunder after the end of the last month of any Fiscal Quarter, the Applicable Margin shall be the rate corresponding to Level I in the foregoing table until such financial statements and certificate are delivered, and (c) no reduction to the Applicable Margin shall become effective at any time when an Event of Default has occurred and is continuing.

If, as a result of any restatement of or other adjustment to the financial statements of the Loan Parties or for any other reason, Agent determines in Agent's Discretion that (x) the Senior Leverage Ratio as calculated by Parent as of any applicable date was inaccurate and (y) a proper calculation of the Senior Leverage Ratio would have resulted in different pricing for any period, then (i) if the proper calculation of Senior Leverage Ratio would have resulted in higher pricing for such period, Borrower shall automatically and retroactively be obligated to pay to the Agent promptly on demand by the Agent, an amount equal to the excess of the amount of interest that should have been paid for such period over the amount of interest actually paid for such period; and (ii) if the proper calculation of Senior Leverage Ratio would have resulted in lower pricing for such period, then an amount equal to the excess of the amount of interest actually paid for such period over the amount of interest that should have been paid for such period shall be automatically applied to the next interest payment due under this Agreement.

"Assignment Agreement" shall mean that certain Agent Substitution and Loan Assignment Agreement, dated as of even date herewith, by and among Existing Term Agent, as retiring agent, Comvest, as successor agent, the assigning lenders party thereto, the assignee lenders party thereto and Parent and Borrower, as borrowers.

"Assignment and Acceptance" shall mean an Assignment and Acceptance Agreement substantially in the form of Exhibit C attached hereto, or such other form as may be acceptable to the Agent.

"Audited ECF Calculation" shall have the meaning set forth in the definition of "Required ECF Payment".

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy," as now and hereafter in effect, or any successor statute.

“Base Rate” shall mean, for any day, the greatest of (i) the per annum rate of interest which is identified as the “Prime Rate” and normally published in the Money Rates section of The Wall Street Journal (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as Agent may select), (ii) the sum of the Federal Funds Rate plus one half percent (0.50%), (iii) the most recently used LIBOR Rate and (iv) two percent (2.00%) per annum. Any change in the Base Rate due to a change in such Prime Rate or the Federal Funds Rate shall be effective on the effective date of such change in such Prime Rate or the Federal Funds Rate.

“Borrower” shall have the meaning set forth in the Preamble.

“Borrowing Notice” shall mean a notice executed by the chief executive officer or chief financial officer of the Borrower, appropriately completed and substantially in the form of Exhibit D attached hereto.

“Business Day” shall mean a day other than (a) a Saturday, (b) a Sunday, or (c) a day on which banking institutions in either the State of Florida or the State of New York are authorized or required by Applicable Law or executive order to close.

“Business Operations” shall have the meaning set forth in the Recitals.

“Capital Expenditures” shall mean with respect to any Person, all expenditures of such Person for tangible and other assets which are required, in accordance with GAAP, to be capitalized on the consolidated balance sheet of such Person, and the amount of all Capitalized Lease Obligations of such Person, including all amounts paid or accrued by such Person in connection with the purchase (whether on a cash or deferred payment basis) or lease (including Capitalized Lease Obligations) of any machinery, equipment, real property, improvements to real property (including leasehold improvements), or any other tangible or other asset of such Person which is required, in accordance with GAAP, to be capitalized on the consolidated balance sheet of such Person; provided that “Capital Expenditures” shall not include any New Store Inventory Amounts.

“Capital Stock” shall mean any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including any units of or other interests in a partnership, and any and all warrants, rights or options to purchase any of the foregoing.

“Capitalized Lease” shall mean any lease which is or should be capitalized on the balance sheet of the lessee thereunder in accordance with GAAP.

“Capitalized Lease Obligation” shall mean with respect to any Person, the amount of the liability which reflects the amount of all future payments under all Capitalized Leases of such Person as at any date, determined in accordance with GAAP.

"Cash Equivalents" shall mean (a) marketable securities issued, or directly and fully guaranteed or insured, by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than twelve (12) months from the date of acquisition; (b) time deposits, demand deposits, certificates of deposit, acceptances or prime commercial paper issued by, or repurchase obligations for underlying securities of the types described in clause (a) entered into with any commercial bank having a short-term deposit rating of at least A-2 or the equivalent thereof by Standard & Poor's Corporation or at least P-2 or the equivalent thereof by Moody's Investors Service, Inc.; (c) commercial paper with a rating of A-1 or A-2 or the equivalent thereof by Standard & Poor's Corporation or P-1 or P-2 or the equivalent thereof by Moody's Investors Service, Inc. and in each case maturing within twelve (12) months after the date of acquisition; (d) marketable direct obligations issued by any state in the United States or any agency or instrumentality thereof maturing within twelve (12) months from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings generally obtainable from either Standard & Poor's Corporation or Moody's Investors Services, Inc.; (e) tax-exempt commercial paper of United States municipal, state or local governments rated at least A-2 or the equivalent thereof by Standard & Poor's Corporation or at least P-2 or the equivalent thereof by Moody's Investors Services, Inc. and maturing within twelve (12) months after the date of acquisition thereof; or (f) any mutual fund or other pooled investment vehicle which invests principally in the foregoing obligations.

"CERCLA" shall have the meaning set forth in the definition of "Environmental Laws".

"Change of Control" shall mean (a) if Sponsor shall cease to, directly or indirectly, (i) own and control at least 75% of the outstanding Capital Stock of the Parent on a fully diluted basis, (ii) own and control at least 75% of the outstanding voting Capital Stock of the Parent or (iii) possess the right to elect (through contract, ownership of voting securities or otherwise) at all times a majority of the board of directors (or comparable body) of the Parent and to direct the management policies and decisions of the Parent, (b) if the Parent shall cease to directly own and control 100% of each class of the outstanding Capital Stock of Borrower, (c) if Borrower shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Capital Stock of each Subsidiary, or (d) a "Change of Control" (as defined in the Revolving Loan Documents) has occurred.

"Closing Date" shall mean the date of this Agreement.

"Closing Payment" shall have the meaning set forth in the Agent Payments Letter.

"Code" shall mean the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder, as amended and as in effect from time to time.

"Collateral" shall mean all collateral pledged or granted by any or all of the Loan Parties as security for the payment and performance of all or any portion of the Obligations, whether pursuant to the Collateral Agreement or any other Security Document.

"Collateral Agreement" shall mean the Amended and Restated Collateral Agreement, dated as of the Closing Date, by and among the Borrower, the other Loan Parties from time to time parties thereto and the Agent, for its benefit and the benefit of the other Secured Persons, as the same may be amended, modified, supplemented and/or restated from time to time.

“Competitor” shall mean GameStop Corp., Trans World Entertainment Corp. or any of their respective Affiliates.

“Compliance Certificate” shall mean a certificate delivered pursuant to Section 5.04(d) and substantially in the form of Exhibit B attached hereto.

“Comvest” shall have the meaning set forth in the Preamble.

“Confidential Information” shall mean all information that is furnished to the Agent or any Lender by or on behalf of any Loan Party, its Affiliates or any Sponsor Affiliate, and which is designated in writing by such Person as being confidential or would otherwise reasonably be understood to be confidential as of the time it furnishes such information to the Agent or such Lender, pursuant to any Loan Document concerning such Person’s business, but does not include any such information once such information has become, or if such information is, generally available to the public or available to the Agent, the applicable Lender or other applicable Person from a source other than such Person which is not, to the Agent’s, the applicable Lender’s or other applicable Person’s knowledge, bound by any confidentiality agreement in respect thereof.

“Contract” shall mean any indenture, contract, lease, license or other agreement (other than this Agreement or any other Loan Document) to which any Loan Party is a party or to which any of their respective properties are subject.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled” shall have meanings correlative thereto.

“Control Agreement” shall mean, with respect to each bank account and/or securities account maintained by or in the name of any Loan Party, an agreement (in form and substance satisfactory to the Agent in the Agent’s Discretion) executed and delivered by such Loan Party, the depository bank or other applicable account intermediary, as applicable, and the Agent, whereby, among other things, the depository bank or other applicable account intermediary acknowledges the Agent’s Lien on such account and all funds or property therein, and “control” (within the meaning of the UCC) over such account is established in favor of the Agent, on behalf of itself and the other Secured Persons.

“Controlled Account” shall mean any bank account or securities account subject to a Control Agreement.

“Covenant Default Equity Contribution” shall have the meaning set forth in Section 6.18(g)(ii).

“Current Assets” shall mean, as at any date of determination, the total assets of the Loan Parties on a consolidated basis that may properly be classified as current assets in conformity with GAAP, excluding cash and Cash Equivalents.

“Current Liabilities” shall mean, as at any date of determination, the total liabilities of the Loan Parties on a consolidated basis that may properly be classified as current liabilities in conformity with GAAP, excluding the current portion of long term debt.

“Debtor Relief Laws” shall mean the Bankruptcy Code, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, readjustment of debt, marshalling of assets, assignment for the benefit of creditors or similar debtor relief laws of the United States, any state or any foreign country from time to time in effect, affecting the rights of creditors generally or the rights of creditors of banks.

“Default” shall mean any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“Default Rate Interest” shall have the meaning set forth in Section 2.02(a).

“Defaulting Lender” shall mean any Lender designated as such by Agent that (a) for so long as such failure shall exist, has failed to make its Pro Rata Share of the Term Loan or any other payment that such Lender is required to make pursuant to the terms of this Agreement, or (b)(i) has admitted in writing that it is insolvent or (ii) has become the subject of a bankruptcy insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment (unless, in the case of any Lender referred to in this clause (b), the Agent is reasonably satisfied that such Lender intends, and has the financial wherewithal and all approvals required to enable it, to continue to perform its obligations hereunder as a Lender).

“Disclosure Schedule” shall mean the disclosure schedules attached hereto.

“Disqualified Capital Stock” shall mean any Capital Stock that, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date which is ninety-one (91) days after the Maturity Date, (b) is convertible into or exchangeable for (i) debt securities or (ii) any Capital Stock referred to in clause (a) above, in each case at any time prior to the date which is ninety-one (91) days after the Maturity Date, (c) contains any repurchase obligation that may come into effect either (i) prior to payment in full of all Obligations or (ii) prior to the date that is ninety-one (91) days after the Maturity Date or (d) provides for scheduled payments or the payment of cash dividends or distributions prior to the date that is ninety-one (91) days after the Maturity Date.

“Dollars” or “\$” shall mean United States Dollars, lawful currency for the payment of public and private debts.

“Domestic Subsidiary” shall mean any Subsidiary which is incorporated or formed solely under the laws of the United States, any State or Commonwealth in the United States, or the District of Columbia.

“EBITDA” shall mean, for the applicable period, for the Loan Parties on a consolidated basis, the sum of (a) Net Income, plus (b) Interest Expense deducted in the calculation of such Net Income, plus (c) taxes on income, whether paid, payable or accrued, deducted in the calculation of such Net Income, plus (d) depreciation expense deducted in the calculation of such Net Income, plus (e) amortization expense deducted in the calculation of such Net Income, plus (f) all non-cash impairment charges with respect to goodwill or intangible assets deducted in the calculation of such Net Income, plus (g) all other non-cash, non-recurring or unusual losses, charges or expenses deducted in the calculation of such Net Income (x) solely to the extent any such losses, charges or expenses do not relate to, or are not in respect of, any accounts receivable or inventory, in an amount not to exceed \$500,000 in any Fiscal Year, and (y) any other such losses, charges or expenses which have been approved in writing by Agent in its sole discretion for the purpose of an add back to EBITDA, plus (h) Transaction Costs deducted in the calculation of such Net Income in an amount not to exceed \$1,100,000, plus (i) third-party costs, fees and expenses incurred in connection with the Loan Documents (other than Transaction Costs) or the Revolving Loan Documents in an amount not to exceed \$150,000 during any Fiscal Year (the “Third Party Fee Cap”) deducted in the calculation of such Net Income (provided that any such costs, fees or expenses of Agent, any Lender or Revolving Lender (including any attorneys’ fees or expenses of Agent, any Lender or Revolving Lender) shall not be subject to, or included in the calculation of, the Third Party Fee Cap), plus (j) Management Fees (whether or not paid in cash) during such Fiscal Year to the extent deducted in the calculation of such Net Income, plus (k) losses and setup and store operating costs in an aggregate amount not to exceed \$75,000 per retail location of the Loan Parties permitted to be established under Section 6.18(f) during the first nine (9) months such retail location is in operation.

Notwithstanding anything to the contrary herein, EBITDA shall be deemed to be, for the calendar month ending (i) April 30, 2017, \$904,000, (ii) May 31, 2017, \$1,021,000, (iii) June 30, 2017, \$1,480,000, (iv) July 31, 2017, \$1,026,000, (v) August 31, 2017, \$440,000, (vi) September 30, 2017, \$944,000, (vii) October 31, 2017, \$170,000, (viii) November 30, 2017, \$801,000, (ix) December 31, 2017, \$2,727,000, (x) January 31, 2018, \$438,000, (xi) February 28, 2018, \$1,467,000, and (xii) March 31, 2018, \$1,436,000.

“Environmental Laws” shall mean and include all federal, state, local and other laws, rules, regulations, ordinances, permits, orders, and consent decrees agreed to by any Loan Party, and all Environmental Notices, relating to health, safety, and environmental matters applicable to the business and property of any Loan Party. Such laws and regulations include but are not limited to the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901 et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended; the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §2601 et seq., as amended; the Clean Water Act, 33 U.S.C. §1331 et seq., as amended, and applicable common law to the extent it establishes duties, liabilities or causes of action related to the release, presence, disposal of or other exposure to Hazardous Substances.

“Environmental Notice” shall mean any actual summons, citation, directive, information request, notice of potential responsibility, notice of violation or deficiency, order, claim, complaint, investigation, proceeding, judgment, letter, or other communication, written or oral, from the United States Environmental Protection Agency or other federal, state, local or other agency or authority, or any other entity or individual, public or private, concerning any intentional or unintentional act or omission which involves management of Hazardous Substances in amounts in violation of Environmental Laws on or off any Real Properties; the imposition of any Lien on any Real Properties, including Liens asserted by government entities, in connection with any of any Loan Party’s response to the presence or Release of Hazardous Substances in amounts in violation of Environmental Laws; and any alleged violation of or responsibility under any Environmental Laws.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as in effect from time to time.

“ERISA Affiliate” shall mean, with respect to any Person, any other Person which is under common control with the first Person within the meaning of Section 414(b), 414(c), 414(m) or 414(o) of the Code; provided, however, that with respect to the Borrower, no Person which is an Affiliate of the Agent or any Lender (other than the Loan Parties) shall be deemed an ERISA Affiliate for purposes of this Agreement.

“Event of Default” shall have the meaning set forth in Section 7.01.

“Excess Cash Flow” shall mean, without duplication, with respect to any Fiscal Quarter, (a) the sum of (i) EBITDA plus (ii) the Working Capital Adjustment minus (b) the sum of (i) income taxes and Interest Expense of the Loan Parties paid in cash during such Fiscal Quarter to the extent deducted in determining Net Income, plus (ii) unfinanced Capital Expenditures made during such Fiscal Quarter, plus (iii) Management Fees paid in cash during such Fiscal Quarter, plus (iv) all other non-cash charges added back to EBITDA (less all other non-cash income added in determining Net Income), plus (v) third-party costs, fees and expenses incurred in connection with the Loan Documents (including Transaction Costs) or the Revolving Loan Documents, in each case to the extent paid in cash during such Fiscal Quarter, plus (vi) scheduled principal payments paid in cash in respect of Senior Debt of the Loan Parties (excluding repayment of Revolving Loans except to the extent the related revolving commitments are permanently reduced in connection with such repayments), plus (vii) voluntary prepayments of the Term Loan pursuant to Section 2.01(c).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Excluded Equity Contribution” shall mean any cash equity contribution from Sponsor to Parent and/or from Parent to Borrower (in each case, funded with a capital contribution to Parent or proceeds of Capital Stock issued by Parent having terms acceptable to the Agent in the Agent’s Discretion and in any case, not constituting Disqualified Capital Stock) used within 30 days of receipt solely for purposes of specifically identified capital expenditures, store openings and/or payment of Revolving Loans.

“Excluded Tax” shall mean with respect to any interest, make whole, or fee or other amount received by a recipient under this Agreement, net income taxes imposed on the recipient of such amount by the jurisdiction in which such recipient is organized or has a present or former connection, other than a connection arising solely from entering into the Loan Documents, receiving any payments under the Loan Documents, or enforcing any rights or remedies under the Loan Documents.

“Existing Agreement” shall mean that certain Term Loan Agreement, dated as of November 3, 2016, by and among Borrower and Parent, as borrowers, the subsidiaries of the Borrower party thereto, the lenders party thereto and Existing TermAgent.

“Existing Term Agent” shall mean Wilmington Trust, National Association, as administrative agent under the Existing Agreement.

“Extraordinary Receipts” shall mean, except as otherwise agreed to be excluded from this definition by Agent in writing in the Agent’s Discretion, any cash or Cash Equivalents received by or paid to or for the account of any Loan Party not in the Ordinary Course of Business including amounts received in respect of foreign, United States, state or local tax refunds, purchase price adjustments, indemnification payments, and pension plan reversions.

“FATCA” shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor or version that is substantially compatible and not more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into by the United States pursuant to Section 1471(b)(1) of the Code.

“Federal Funds Rate” shall mean, for any day, a rate per annum (rounded upward to the nearest 1/100th of 1%) equal to the rate published by the Federal Reserve Bank of New York on the preceding Business Day or, if no such rate is so published, the average rate per annum, as determined by Agent in Agent’s Discretion, quoted for overnight Federal Funds transactions last arranged prior to such day.

“Financial Statements” shall have the meaning set forth in Section 3.01(a).

“Fiscal Quarter” shall mean a fiscal quarter of Borrower, ending on March 31, June 30, September 30 or December 31 of each calendar year.

“Fiscal Year” shall mean the fiscal year of the Borrower which ends on September 30 of each year.

“Fixed Charge Coverage Ratio” shall mean, with respect to any Fiscal Quarter, the ratio of (i) EBITDA minus unfinanced Capital Expenditures to (ii) Fixed Charges of the Loan Parties on a consolidated basis, in each case for the twelve (12) month period ending on the last day of such Fiscal Quarter; provided, that for purposes of determining Fixed Charges with respect to items (a) and (b) of the definition of Fixed Charges for the Fiscal Quarter ending (A) June 30, 2018, the amount of such items for the one Fiscal Quarter period then ending shall be multiplied by four (4), (B) September 30, 2018, the amount of such items for the two Fiscal Quarter period then ending shall be multiplied by two (2), and (C) December 31, 2018, the amount of such items for the three Fiscal Quarter period then ending shall be multiplied by four-thirds (4/3).

“Fixed Charges” shall mean, for the period in question, on a consolidated basis, the sum of (a) all principal payments scheduled or required to be made during or with respect to such period in respect of Indebtedness of the Loan Parties (excluding payment of Revolving Loans except to the extent the related revolving commitments are permanently reduced in connection with such payments), plus (b) all Interest Expense of the Loan Parties for such period paid or required to be paid in cash during such period, plus (c) all taxes of the Loan Parties paid or required to be paid for such period, plus (d) all distributions, dividends, redemptions and other cash payments made or required to be made during such period with respect to the Capital Stock of any Loan Party, plus (e) all Management Fees paid or required to be paid during such period plus (f) the positive difference, if any, of (i) the value of inventory of the Loan Parties on a consolidated basis as of such date minus (ii) the value of inventory of the Loan Parties on a consolidated basis one (1) year prior to such date (provided, that, for the Fiscal Quarters ending June 30, 2018, September 30, 2018, December 31, 2018 and March 31, 2019, the amount in this clause (ii) shall be deemed to be the value of the inventory of the Loan Parties on a consolidated basis as of the Closing Date).

“Foreign Lender” shall have the meaning set forth in Section 2.07(a).

“Foreign Subsidiary” shall mean any Subsidiary which is not a Domestic Subsidiary.

“FRB” shall mean the Board of Governors of the Federal Reserve System or any successor thereto.

“GAAP” shall mean generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the United States accounting profession), which are applicable to the circumstances as of the date of determination, applied on a consistent basis.

“Government Approval” shall mean an authorization, consent, non-action, approval, license or exemption of, registration or filing with, or report to, any governmental or quasi-governmental department, agency, body or other unit.

“Guaranty”, “Guaranteed” or to “Guarantee”, as applied to any Indebtedness, liability or other obligation, shall mean (a) a guaranty, directly or indirectly, in any manner, including by way of endorsement (other than endorsements of negotiable instruments for collection in the Ordinary Course of Business), of any part or all of such Indebtedness, liability or obligation, and (b) an agreement, contingent or otherwise, and whether or not constituting a guaranty, assuring, or intended to assure, the payment or performance (or payment of damages in the event of non-performance) of any part or all of such Indebtedness, liability or obligation by any means (including the purchase of securities or obligations, the purchase or sale of property or services, or the supplying of funds).

“Hazardous Substances” shall mean hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law.

“Indebtedness” shall mean (without duplication), with respect to any Person, (a) any and all obligations or liabilities, contingent or otherwise, of such Person for borrowed money, (b) any and all obligations of such Person represented by promissory notes, bonds, debentures or the like, or on which interest charges are customarily paid, (c) any and all liability of such Person secured by any mortgage, pledge, lien or security interest on property owned or acquired, whether or not such liability shall have been assumed, (d) any and all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) any and all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade payables incurred in the Ordinary Course of Business that are not one hundred and twenty (120) days or more past their respective invoice dates, but including the maximum potential amount payable under any earn-out or similar obligations), (f) any and all Capitalized Lease Obligations of such Person, (g) any and all obligations (contingent or otherwise) of such Person as an account party or applicant in respect of letters of credit and/or bankers’ acceptances, or in respect of financial or other hedging obligations, (h) any and all Disqualified Capital Stock of such Person, (i) any and all principal outstanding under any synthetic lease, off-balance sheet loan or similar financing product with respect to such Person, and (j) any and all Guarantees, endorsements (other than for collection in the Ordinary Course of Business) and other contingent obligations of such Person in respect of the obligations of others.

“Intercompany Subordination Agreement” shall mean that certain Intercompany Subordination Agreement, dated as of the Closing Date, among the Agent, as the senior creditor, the Parent, the Borrower, and each other Loan Party that holds any Indebtedness owing by any other Loan Party, as subordinated creditors.

“Intercreditor Agreement” means that certain Amended and Restated Intercreditor Agreement, dated as of the Closing Date, by and between Agent and Revolving Lender, and acknowledged by the Loan Parties.

“Interest Expense” shall mean, for the applicable period, for the Loan Parties on a consolidated basis, total interest expense (including interest attributable to Capitalized Leases) and fees with respect to outstanding Indebtedness, in accordance with GAAP.

“Interest Rate” shall have the meaning set forth in Section 2.02(a).

“Interest Settlement Date” shall have the meaning set forth in Section 2.10.

“Investment”, as applied to any Loan Party, shall mean: (a) any investment by such Loan Party in any shares of Capital Stock, evidence of Indebtedness or other security issued by any other Person, (b) any loan to advance or extension of credit to, or contribution to the capital of, any other Person by such Loan Party, other than credit terms extended to customers in the Ordinary Course of Business, (c) any other investment by such Loan Party in any assets (other than purchases of non-material assets in the Ordinary Course of Business), Capital Stock of any other Person, and (d) any commitment to make or do any of the foregoing.

“Lenders” shall have the meaning set forth in the Preamble.

“Liabilities and Contingencies” shall have the meaning set forth in Section 3.01(c).

“LIBOR Rate” shall mean the greater of (a) a rate per annum equal to the London interbank offered rate for deposits in Dollars for a period of one month and for the outstanding principal amount of the Term Loan as published in the “Money Rates” section of The Wall Street Journal (or another national publication selected by Agent if such rate is not so published), two Business Days prior to the first day of such one month period and (b) one percent (1.00%) per annum.