

Section 1.02

Accounting Terms and Determinations; Capitalized Leases.

Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder (including determinations made pursuant to the exhibits hereto) shall be made, and all financial statements required to be delivered hereunder shall be prepared on a consolidated basis in accordance with GAAP applied on a consistent basis. If at any time any change in GAAP would affect the computation of any financial ratio or financial requirement set forth in any Loan Document, and either the Borrower, the Agent or Required Lenders shall so request, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided that, until agreed to by the Borrower and the Required Lenders, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Borrower shall provide to the Agent and the Lenders financial statements and other documents required under this Agreement and the other Loan Documents which include a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (Codification of Accounting Standards 825-10) to value any Indebtedness or other liabilities of any Loan Party or other Person at “fair value”, as defined therein.

Notwithstanding anything to the contrary contained in the paragraph above or the definitions of Capital Expenditures or Capitalized Leases, in the event of a change in GAAP after the Closing Date requiring all leases to be capitalized, only those leases (assuming for purposes of this paragraph that they were in existence on the Closing Date) that would have constituted Capitalized Leases on the Closing Date shall be considered Capitalized Leases (and all other such leases shall constitute operating leases) and all calculations and deliverables under this Agreement or the other Loan Documents shall be made in accordance therewith (other than the financial statements delivered pursuant to this Agreement; provided that all such financial statements delivered to the Agent and the Lenders in accordance with the terms of this Agreement after the date of such change in GAAP shall be accompanied by workpapers showing the adjustments necessary to reconcile such financial statements with GAAP as in effect immediately prior to such change).

Section 1.03

Other Definitional Provisions and References.

References in this Agreement to “Articles”, “Sections”, “Annexes”, “Exhibits” or “Schedules” shall be to Articles, Sections, Annexes, Exhibits or Schedules of or to this Agreement unless otherwise specifically provided. Any term defined herein may be used in the singular or plural. “Include”, “includes” and “including” shall be deemed to be followed by “without limitation” unless otherwise specifically provided. Except as otherwise specified or limited herein, references to any Person include the successors and assigns of such Person. References “from” or “through” any date mean, unless otherwise specified, “from and including” or “through and including”, respectively. Unless otherwise specified herein, the settlement of all payments and fundings hereunder between or among the parties hereto shall be made in lawful money of the United States and in immediately available funds. Time is of the essence for each performance obligation of the Loan Parties under this Agreement and each Loan Document. All amounts used for purposes of financial calculations required to be made herein shall be without duplication. Unless otherwise specified herein, references to any statute or act shall include all related current regulations and all amendments and any successor statutes, acts and regulations. Unless otherwise specified herein, references to any agreement, instrument or document (i) shall include all schedules, exhibits, annexes and other attachments thereto and (ii) shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in any other Loan Document). Unless otherwise specified herein, any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns. The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a Default or Event of Default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

II. GENERAL TERMS

Section 2.01 Term Loan.

(a) Term Loan. Subject at all times to all of the terms and conditions of this Agreement, each Lender hereby severally agrees as to itself only (and not on behalf of any other Lender) to make a term loan to the Borrower in such Lender's applicable Pro Rata Share of the Aggregate Term Loan Commitment (collectively, the "Term Loan"). The Term Loan shall be borrowed in a single borrowing on the Closing Date, and the Term Loan Commitment of each Lender shall terminate concurrently with the making of the Term Loan on the Closing Date by each such Lender. Any principal amounts repaid in respect of the Term Loan may not be reborrowed. Neither any Lender nor the Agent shall be responsible for the failure of any other Lender to fund its Pro Rata Share of the Term Loan required hereunder.

(b) Amortization. Unless sooner due and payable by reason of acceleration resulting from an Event of Default, the outstanding principal balance of the Term Loan shall be due and payable (i) in quarterly installments on the first (1st) day of each Fiscal Quarter, commencing on July 1, 2018, in an amount equal to the Applicable Amortization Payment and (ii) in a final installment due and payable on the Maturity Date, in an amount equal to the entire remaining balance. Such payments of the outstanding principal balance of the Term Loan shall be made for the account of each Lender according to its Pro Rata Share thereof. The Borrower shall pay the outstanding principal balance of the Term Loan in full on the Maturity Date.

(c) Voluntary Prepayments. All or any portion of the unpaid principal balance of the Term Loan, together with all accrued and unpaid interest on the principal amount being prepaid, may at the Borrower's option be prepaid in whole or in part, at any time or from time to time, upon five (5) Business Days' prior written notice to the Agent, with payment accompanied by a Prepayment Premium, if any, as provided in Section 2.02(d).

(d) Mandatory Prepayments. The Borrower shall be required to prepay the unpaid principal balance of the Term Loan (x) with respect to any Prepayment Event of the type set forth in clause (g) of the definition thereof, no later than the earlier of (i) 45 days after the end of each Fiscal Quarter and (ii) the date of delivery of the financial statements described in Section 5.04(b), (y) with respect to any Prepayment Event of the type set forth in clauses (a), (b) and (e) of the definition thereof, on or before the date (including on any date on or prior to the No Call Period End Date) that is three (3) Business Days following the date of receipt by any Loan Party of any proceeds from such Prepayment Event (and on or before the date that is three (3) Business Days following any date thereafter on which any other proceeds subject thereto are received by any Loan Party), and (z) with respect to any other Prepayment Event, on the date (including on any date on or prior to the No Call Period End Date) of receipt by any Loan Party of any proceeds from such Prepayment Event (and on any date thereafter on which any other proceeds subject thereto are received by any Loan Party), in each case without any demand or notice from the Agent, Lenders or any other Person, all of which is hereby expressly waived by the Borrower, in the amount equal to one hundred percent (100%) of the proceeds (other than with respect to any Prepayment Event of the type set forth in clause (g) of the definition thereof, net of documented reasonable out-of-pocket costs and expenses incurred in connection with the collection of such proceeds, in each case payable to Persons that are not Affiliates or Sponsor Affiliates) received by any Loan Party with respect to such Prepayment Event; provided that with respect to a Prepayment Event of the type described in clause (b) of the definition of Prepayment Event, so long as no Event of Default exists, to the extent that the proceeds received by such Person as a result of such Prepayment Event do not exceed \$150,000 in the aggregate during the applicable Fiscal Year (or, in the case of any Prepayment Event of the type described in clause (b) of the definition of Prepayment Event resulting from an act of God, flood or fire, do not exceed \$750,000 in the aggregate during the applicable Fiscal Year) and are actually applied within 180 days of such receipt to (I) replace the property or assets subject to such Prepayment Event with property and/or assets performing the same or similar functions or (II) repair, replace or reconstruct property and or assets damaged by such Prepayment Event, such proceeds shall not be required to prepay the Term Loan pursuant to this Section 2.01(d). Any such prepayment shall be accompanied by a Prepayment Premium, if any, as provided in Section 2.02(d). For the sake of clarity, the foregoing shall not be deemed to be implied consent to any sale or other event or occurrence giving rise to a Prepayment Event.

(e) Application of Applicable Amortization Payments and Prepayments. All voluntary and mandatory prepayments of the Term Loan shall be applied to the Applicable Amortization Payments in inverse order of maturity.

(f) Term Notes. Upon the request of any Lender, such Lender's Pro Rata Share the Term Loan shall be evidenced by a Term Note of the Borrower payable to such Lender or its registered assigns substantially in the form of Exhibit A attached hereto. The terms of such Term Note, if any, are incorporated into this Agreement by this reference.

Section 2.02 Interest, Certain Payments, Fees and Premiums.

(a) Interest. The Borrower shall pay the Agent on behalf of the Lenders interest on the principal balance of the Term Loan outstanding from time to time from the date hereof until the date that all of the Term Loan has been paid in full and each of the Loan Documents have been terminated at the rate equal to the LIBOR Rate (or to the extent provided in Section 2.13, the Base Rate) plus the Applicable Margin (the “Interest Rate”); provided, however, that the Interest Rate shall be increased by three percent (3.00%) (“Default Rate Interest”) (1) automatically (without the need for any election or notice) upon the occurrence and during the continuation of an Event of Default under Section 7.01(g) or 7.01(h) and (2) at the election of Agent or the Required Lenders upon the occurrence and during the continuance of any other Event of Default, which such election under this clause (2) shall be evidenced by the Agent or the Required Lenders delivering written notice of such election to Borrower (it being understood and agreed that Agent or the Required Lenders shall be permitted to elect to have Default Rate Interest provided for in this clause (2) apply retroactively back to the date any then existing Event of Default first occurred). All interest shall be due and payable monthly in arrears on the first Business Day of each calendar month and on the Maturity Date, and shall be computed on the daily unpaid balance of the Term Loan, based on a three hundred sixty (360) day year, counting the actual number of days elapsed.

(b) Closing Payment. The Borrower shall pay the Closing Payment to the Agent, for the benefit of the Lenders based on their Pro Rata Shares thereof, on the Closing Date upon the execution and delivery of this Agreement as compensation for the making of the Term Loan on the Closing Date (and not be counted as a repayment of the Term Loan). The Closing Payment shall be deemed fully earned upon the parties’ execution and delivery of this Agreement, and shall not be refundable in whole or in part and shall not be subject to reduction or set-off under any circumstances. The parties agree that for federal and state income tax purposes, the Closing Payment shall be treated as an adjustment to issue price of the Term Loan in accordance with Treasury Regulation Section 1.1273-2(g) (2), and the parties will file all their tax returns (including information returns) in a manner consistent with this Section 2.02(b) unless there is a “determination” within the meaning of Code section 1313 to the contrary.

(c) Other Payments. The Borrower shall further pay to the Agent the amounts set forth in the Agent Payments Letter.

(d) Prepayment Premium. In the event that any Voluntary Act Prepayment (other than any regularly scheduled principal amortization payments specifically provided for in Section 2.01(b)) of all or any portion of the Term Loan is made or is required to be made for any reason whatsoever prior to the Maturity Date (including as a result of any acceleration of the Term Loan resulting from an Event of Default, a foreclosure and sale of Collateral, any sale of Collateral in any bankruptcy or insolvency proceeding, a mandatory prepayment or a voluntary prepayment), in addition to the payment of the subject principal amount and all unpaid accrued interest thereon, the Borrower shall be required to pay to the Agent, for the benefit of the Lenders based on their respective Pro Rata Shares thereof, a Prepayment Premium (as liquidated damages and compensation for the costs of the Lenders being prepared to make funds available hereunder with respect to the Term Loan) in an amount equal to (i) if such Voluntary Act Prepayment is made on or before the No Call Period End Date, the greater of (x) the Make Whole Amount with respect to the Affected Principal Amount subject to such Voluntary Act Prepayment and (y) five percent (5.00%) with respect to the Affected Principal Amount subject to such Voluntary Act Prepayment, (ii) if such Voluntary Act Prepayment is made after the No Call Period End Date but on or before the second (2nd) anniversary of the Closing Date, an amount equal to three percent (3.00%) of the Affected Principal Amount subject to such Voluntary Act Prepayment, (iii) if such Voluntary Act Prepayment is made after the second (2nd) anniversary of the Closing Date but on or before the third (3rd) anniversary of the Closing Date, an amount equal to one percent (1.00%) of the Affected Principal Amount subject to such Voluntary Act Prepayment, or (iv) if such Voluntary Act Prepayment is made after the third (3rd) anniversary of the Closing Date, an amount equal to zero percent (0%) of the Affected Principal Amount subject to such Voluntary Act Prepayment. Each such Prepayment Premium shall be deemed fully earned, and due and payable, upon each such date that such Voluntary Act Prepayment made, or (if earlier) is required to be made, and shall not be refundable in whole or in part and shall not be subject to reduction or set-off under any circumstances. Borrower acknowledges and agrees that (x) the provisions of this Section 2.02(d) shall remain in full force and effect notwithstanding any rescission by Agent or Required Lenders of an acceleration with respect to all or any portion of the Obligations pursuant to Section 7.02 or otherwise, (y) payment of any Prepayment Premium under this Section 2.02(d) constitutes liquidated damages and not a penalty and (z) the actual amount of damages to the Agent and the Lenders or profits lost by the Agent and the Lenders as a result of such Voluntary Act Prepayment would be impracticable and extremely difficult to ascertain, and the Prepayment Premium under this Section 2.02(d) is provided by mutual agreement of the Borrower, Agent and Lenders as a reasonable estimation and calculation of such lost profits or damages of the Agent and the Lenders.

(e) Clearance. Payments received by Agent in respect of the Obligations after 12:00 noon New York time on any day shall be deemed to be received on the next succeeding Business Day, and if any payment is received by Agent other than by wire transfer of immediately available funds, such payment shall be subject to three (3) Business Days' clearance prior to being credited to the Obligations for interest calculation purposes.

Section 2.03 Use of Proceeds. The Borrower shall utilize the proceeds of the Term Loan solely (a) to refinance, in full on the Closing Date, the Indebtedness under the Existing Agreement, (b) to fund working capital growth and other general corporate purposes of the Borrower and (c) to pay Transaction Costs.

Section 2.04 Further Obligations / Maximum Lawful Rate. With respect to all Obligations for which the interest rate is not otherwise specified herein (whether such Obligations arise hereunder or under other Loan Documents, or otherwise), such Obligations shall bear interest at the highest rate(s) in effect from time to time with respect to the Term Loan and shall be payable upon demand by the Agent. In no event shall the interest or other amounts charged with respect to the Term Loan or any other Obligation exceed the maximum amount permitted under Applicable Law. Notwithstanding anything to the contrary herein or elsewhere, if at any time the rate of interest payable or other amounts hereunder or under any other Loan Document (the "Stated Rate") would exceed the highest rate of interest or other amount permitted under any Applicable Law to be charged (the "Maximum Lawful Rate"), then for so long as the Maximum Lawful Rate would be so exceeded, the rate of interest and other amounts payable shall be equal to the Maximum Lawful Rate; provided, that if at any time thereafter the Stated Rate is less than the Maximum Lawful Rate, Borrower shall, to the extent permitted by Applicable Law, continue to pay interest and such other amounts at the Maximum Lawful Rate until such time as the total interest and other such amounts received is equal to the total interest and other such amounts which would have been received had the Stated Rate been (but for the operation of this provision) the interest rate payable or such other amounts payable. Thereafter, the interest rate and such other amounts payable shall be the Stated Rate unless and until the Stated Rate again would exceed the Maximum Lawful Rate, in which event this provision shall again apply. In no event shall the total interest or other such amounts received by the Agent or any Lender exceed the amount which it could lawfully have received had the interest and other such amounts been calculated for the full term hereof at the Maximum Lawful Rate. If, notwithstanding the prior sentence, the Agent or any Lender has received interest or other such amounts hereunder in excess of the Maximum Lawful Rate, such excess amount shall be applied to the reduction of the principal balance of the Term Loan or to other Obligations (other than interest) payable hereunder or under the other Loan Documents, and if no such principal or other Obligations are then outstanding, such excess or part thereof remaining shall be paid to the Borrower. In computing interest payable with reference to the Maximum Lawful Rate applicable to the Agent or any Lender, such interest shall be calculated at a daily rate equal to the Maximum Lawful Rate divided by the number of days in the year in which such calculation is made.

Section 2.05 Application of Payments. All amounts paid to or received by the Agent in respect of the Obligations, from whatever source (whether from any Loan Party pursuant to this Agreement, the Loan Party Guaranty, or any other Loan Document, any realization upon any Collateral or otherwise) shall, unless otherwise directed by the Borrower with respect to any particular payment (provided, if an Event of Default is then in existence, the Agent may disregard the Borrower's direction), be applied by the Agent to the Obligations in such order as the Agent may elect when no Acceleration Event is in existence, and while an Acceleration Event is in existence (or absent such election by Agent when no Acceleration Event is in existence) shall be applied as follows:

(A) FIRST, to the payment of all fees (other than the Prepayment Premium), costs, expenses and indemnities then owing to Agent under this Agreement or any other Loan Document;

(B) SECOND, to the payment of all accrued and unpaid interest then owing to Agent in respect of any Agent Advances, until paid in full;

(C) THIRD, to the payment of all principal then owing to Agent in respect of any Agent Advances, until paid in full;

(D) FOURTH, to the payment of all fees (other than the Prepayment Premium), costs, expenses and indemnities then due and owing to Lenders in respect of the Term Loan, pro rata based on each Lender's Pro Rata Share thereof, until paid in full;

(E) FIFTH, to the payment of all accrued and unpaid interest then due and owing to Lenders in respect of the Term Loan, pro rata based on each Lender's Pro Rata Share thereof, until paid in full;

(F) SIXTH, pro rata to the payment of all principal of the Term Loan then due and owing, pro rata based on each Lender's Pro Rata Share thereof, until paid in full;

(G) SEVENTH, to the payment of the Prepayment Premium then due and owing, pro rata based on each Lender's Pro Rata Share thereof, until paid in full; and

(H) EIGHTH, pro rata to the payment of all other Obligations then owing, until paid in full.

Section 2.06 Obligations Unconditional/Withholding Taxes; Changes in Law.

(a) Obligations Unconditional/Withholding Taxes. The payment and performance of all Obligations shall constitute the absolute and unconditional obligations of the Borrower, and shall be independent of any defense or rights of set-off, recoupment or counterclaim which the Borrower or any other Person might otherwise have against the Agent, any Lender or any other Person. All payments required (other than by the Agent to any Lender, or by the Agent or any Lender to any Loan Party) by this Agreement and/or the other Loan Documents shall be made in Dollars (unless payment in a different currency is expressly provided otherwise in the applicable Loan Document) and paid free of any deductions or withholdings for any taxes or other amounts and without abatement, diminution or set-off. If any Loan Party is required by Applicable Law to make such a deduction or withholding from a payment hereunder or under any other Loan Document, such Loan Party shall pay to the Agent such additional amount as is necessary to ensure that, after the making of such deduction or withholding, the Agent and the Lenders receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made. Each Loan Party shall (i) pay the full amount of such deduction or withholding, which it is required to make by Applicable Law, to the relevant authority within the payment period set by Applicable Law, and (ii) promptly after any such payment, deliver to the Agent an original (or certified copy) of an official receipt issued by the relevant authority in respect of the amount withheld or deducted or, if the relevant authority does not issue such official receipts, such other evidence of payment of the amount withheld or deducted as is acceptable to the Agent in the Agent's Discretion. Furthermore, the Loan Parties shall timely pay to the relevant governmental authority in accordance with Applicable Law, or at the option of the Agent timely reimburse Agent and the Lenders for the payment of, any Other Taxes.

(b) Changes in Law. If, at any time and from time to time after the Closing Date (or at any time before or after the Closing Date with respect to (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or issued in connection therewith shall, regardless of the date enacted, adopted or issued, or (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case for purposes of this clause (y) pursuant to Basel III), (i) any change in any existing law, regulation, treaty or directive or in the interpretation or application thereof, (ii) any new law, regulation, treaty or directive enacted or application thereof, or (iii) compliance by the Agent or any Lender with any request or directive (whether or not having the force of law) from any governmental authority (A) subjects the Agent or any Lender to any tax, levy, impost, deduction, assessment, charge or withholding of any kind whatsoever with respect to any Loan Document, or changes the basis of taxation of payments to the Agent or any Lender of any amount payable thereunder (except for an Excluded Tax), (B) imposes, modifies or deems applicable any reserve (including any reserve imposed by the FRB), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by the Agent or any Lender or imposes on the Agent or any Lender any other condition affecting the Term Loan that bears interest at a rate determined by reference to the LIBOR Rate or its obligation to make the Term Loan that bears interest at a rate determined by reference to the LIBOR Rate the result of which is to increase the cost to (or to impose a cost on) the Agent or any Lender of making or maintaining the Term Loan that bears interest at a rate determined by reference to the LIBOR Rate, or (C) imposes on the Agent or any Lender any other condition or increased cost in connection with the transactions contemplated thereby or participations therein, and the result of any of the foregoing is to increase the cost to the Agent or any Lender of making or continuing the Term Loan or to reduce any amount receivable hereunder or under any other Loan Documents, then, in any such case, the Agent or such Lender shall, as soon as practicable thereafter, give written notice thereof to the Borrower, and the Borrower shall pay to the Agent or such Lender, as applicable, promptly following such notice, any additional amounts necessary to compensate the Agent or such Lender, on an after-tax basis, for such additional cost or reduced amount as reasonably determined by the Agent or such Lender. Each such notice of additional amounts payable pursuant to this Section 2.06(b) submitted by the Agent or any Lender to the Borrower must also be sent to the Agent and shall, absent manifest error, be final, conclusive and binding for all purposes.

Section 2.07 Taxes.

(a) Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a “Foreign Lender”) for U.S. federal income tax purposes shall execute and deliver to Borrower and Agent, on or prior to the Closing Date (in the case of each Foreign Lender that is a party hereto on the Closing Date) or on or prior to the date of any assignment pursuant to which it becomes a Lender (in the case of each other Foreign Lender) one or more (as Borrower or Agent may reasonably request) IRS Forms W-8ECI, W-8BEN, W-8BEN-E, W-8IMY (as applicable) or other applicable form, certificate or document prescribed by the Code, the regulations issued thereunder or the United States Internal Revenue Service certifying as to such Foreign Lender’s entitlement to exemption from withholding or deduction of all relevant taxes, and, in the case of such Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, a certificate to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code. Such forms shall be delivered by each Foreign Lender on or before the date it becomes a party to this Agreement and on or before the date, if any, such Foreign Lender changes its applicable lending office by designating a different lending office. Borrower shall not be required to pay additional amounts for United States federal withholding taxes to any Foreign Lender or indemnify such Foreign Lender for United States federal withholding taxes pursuant to Sections 2.06 and 2.07 to the extent that the obligation to pay such additional amounts or pay such taxes would not have arisen but for the failure of such Foreign Lender to comply with this paragraph.

(b) Each Lender and Agent that is a “United States person” within the meaning of Section 7701(a)(30) of the Code shall deliver to each of the Borrower and Agent a duly signed, properly completed IRS Form W-9 (or successor form) on or prior to the Closing Date (or on or prior to the date it otherwise becomes a party hereto), certifying that such Lender is entitled to an exemption from, or is otherwise not subject to, United States backup withholding tax. Borrower shall not be required to pay additional amounts for United States federal withholding taxes to any Lender or indemnify such Lender for United States federal withholding taxes pursuant to Sections 2.06 and 2.07 to the extent that the obligation to pay such additional amounts or pay such taxes would not have arisen but for the failure of such Lender to comply with this paragraph.

(c) Each Lender required to deliver any forms, certificates, or other evidence with respect to United States federal income tax withholding matters pursuant to this Section 2.07 hereby agrees, from time to time, after the initial delivery by such Lender of such forms, certificates, or other evidence (and whenever a lapse in time or change in circumstance renders such forms, certificates, or other evidence obsolete or inaccurate in any material respect) to promptly deliver to Agent and Borrower one or more original copies of, as applicable, IRS Forms W-8BEN, W-8BEN-E, W-8ECI, W-8IMY, or W-9, a certificate to the effect that such Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code, and such other documentation required by the Code, the regulations issued thereunder, or the United States Internal Revenue Service or otherwise by Applicable Law, all as reasonably requested by Borrower in writing to confirm or establish that such Lender is not subject to deduction or withholding of United States federal income taxation with respect to payments made to such Lender under the Loan Documents. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Agent, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine, if necessary, the amount to deduct and withhold from such payment. For the avoidance of doubt, for the purposes of this Section 2.07(c), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(d) Borrower shall indemnify the Agent and each Lender for the full amount of taxes (other than Excluded Taxes) arising in connection with this Agreement or any other Loan Document (including any such taxes imposed or asserted on or attributable to amounts payable under Sections 2.06 and 2.07) paid by Agent or each such Lender and any reasonable out-of-pocket third party expenses arising therefrom or with respect thereto (including reasonable attorneys’ fees), whether or not such taxes were correctly or legally imposed or asserted by the relevant governmental authority.

(e) This Section 2.07 and Section 2.06 shall remain operative and in full force and effect regardless of the expiration or any termination of this Agreement.

Section 2.08 Reversal of Payments. To the extent that any payment or payments made to or received by the Agent or any Lender pursuant to this Agreement or any other Loan Document are subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid to any trustee, receiver or other Person under any state, federal or other bankruptcy or other such Applicable Law, then, to the extent thereof, such amounts (and all Liens, rights and remedies therefore) shall be revived as Obligations and continue in full force and effect under this Agreement and under the other Loan Documents as if such payment or payments had not been received by the Agent or such Lender. This Section 2.08 shall remain operative and in full force and effect regardless of the expiration or any termination of this Agreement.

Section 2.09 Set-Off Rights. The Parent and the Borrower each agrees that the Agent, each Lender and each of their respective Affiliates have all rights of set-off and bankers' lien provided by Applicable Law, and in addition thereto, the Parent and the Borrower each agrees that at any time an Event of Default has occurred and is continuing, the Agent and each Lender may (upon written notice to the Loan Parties) apply to the payment of any Obligations, whether or not then due, any and all balances, credits, deposits, accounts or moneys or other properties of any Loan Party then or thereafter with the Agent, any Lender or any of their respective Affiliates. Notwithstanding the foregoing, no Lender shall exercise, or permit any of its Affiliates to exercise, any rights described in the preceding sentence without the prior written consent of the Agent.

Section 2.10 Making of Payments; Settlement of Payments. All payments made by the Borrower or any other Loan Party under any Loan Document to the Agent or any Lender shall be paid directly by the Borrower or such Loan Party to Agent (as opposed to any individual Lender) without setoff, recoupment or counterclaim and in immediately available funds by wire transfer to Agent's account specified below (or to such other account designated in writing from time to time by Agent to Borrower) not later than 12:00 noon New York time on the date due, and funds received after that hour shall be deemed to have been received by Agent on the following Business Day. Wiring instructions for the Agent's account are as follows:

Bank Name:	Citibank, N.A.
Bank Address:	153 East 53 rd Street, 18 th Floor New York, NY 10022
Swift:	CITIUS33
ABA#:	021-000-089
Account Number:	6779035780
Account Name:	Comvest Capital IV, L.P.
Reference:	Vintage Stock, Inc.

The Agent shall promptly remit to each Lender its share of all principal payments received with respect to the Term Loan in collected funds by the Agent from the Borrower for the account of such Lender. On the first Business Day of each month (each an "Interest Settlement Date"), the Agent will notify each Lender of the amount of such Lender's applicable Pro Rata Share of interest on the Term Loan as of the end of the last day of the immediately preceding month. Provided that such Lender is not a Defaulting Lender, the Agent will pay to such Lender, by wire transfer to such Lender's account on the next Business Day following the Interest Settlement Date, such Lender's Pro Rata Share of interest received in collected funds by the Agent from the Borrower for the account of such Lender for the immediately preceding month. It is agreed and understood that, in the case of a Defaulting Lender, the Agent shall be entitled to set off the funding shortfall of such Defaulting Lender against such Defaulting Lender's respective share of any payments received by or on behalf of any Loan Party.