

Section 2.11 Proration of Payments. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of set-off or otherwise) on account of principal of or interest on the Term Loan (but excluding (i) any payment pursuant to Section 2.06 or Section 2.07 and (ii) participations and assignments pursuant to Sections 8.01 and 8.02) in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Term Loan then held by them, then such Lender shall purchase from the other Lenders such participations in the Term Loan held by them as shall be necessary to cause such purchasing Lender to share the excess payment or other recovery ratably with each of them; provided, that if all or any portion of the excess payment or other recovery is thereafter recovered from such purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery.

Section 2.12 Recordkeeping. Agent, on behalf of each Lender, shall record in its records the date and amount of the portion of the Term Loan made by each Lender and each repayment thereof. The aggregate unpaid principal amount so recorded shall be rebuttably presumptive evidence of the principal amount of the Term Loan owing and unpaid. The failure to record any such amount or any error in so recording any such amount shall not, however, limit or otherwise affect the Obligations of the Borrower hereunder or under any Note to repay the principal amount of the Term Loan hereunder, together with all interest accruing thereon.

Section 2.13 Certain Provisions Regarding the LIBOR Rate.

(a) If the Agent determines (which determination shall be binding and conclusive on Borrower) in the Agent's Discretion that, by reason of circumstances affecting the interbank eurodollar market, adequate and reasonable means do not exist for ascertaining the LIBOR Rate, then the Agent shall promptly notify Borrower thereof and, so long as such circumstances shall continue, the Term Loan shall, unless then repaid in full, automatically bear interest at a per annum rate determined by reference to the Base Rate plus the Applicable Margin.

(b) If any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any governmental or other regulatory body charged with the administration thereof, would make it (or in the good faith judgment of the Agent or any Lender cause a substantial question as to whether it is) unlawful for the Agent or such Lender to make, maintain or fund loans based on the LIBOR Rate, then the Agent or such Lender, as applicable, shall promptly notify Borrower and the Agent and, so long as such circumstances shall continue, the Term Loan shall automatically bear interest at a per annum rate determined by reference to the Base Rate plus the Applicable Margin.

(c) Notwithstanding any provision of this Agreement to the contrary, the Agent and the Lenders shall be entitled to fund and maintain its funding of all or any part of its Pro Rata Share of the Term Loan in any manner it may determine at its sole discretion.

III. REPRESENTATIONS AND WARRANTIES

The Parent and the Borrower each hereby jointly and severally make the following representations and warranties to the Agent and the Lenders, in each case, as of the Closing Date, all of which representations and warranties shall survive the Closing Date and the making of the Term Loan, and are as follows:

Section 3.01 Financial Matters.

(a) The Borrower has heretofore furnished to the Agent and the Lenders (i) the audited financial statements (including balance sheets, statements of income and statements of cash flows) of the Parent and its Subsidiaries as of September 30, 2017 for the twelve (12) month period then ended, and (ii) the unaudited financial statements of the Loan Parties as of April 30, 2018 for the seven (7) month period then ended (collectively, the “Financial Statements”).

(b) The Financial Statements (i) have been prepared in accordance with GAAP applied on a consistent basis for all periods (subject, in the case of unaudited statements, to the absence of full footnote disclosures, and to normal non-material year-end audit adjustments), (ii) are complete and correct in all material respects, (iii) fairly present in all material respects the financial condition of each Loan Party as of said dates, and the results of each of their operations for the periods stated, (iv) contain and reflect all necessary adjustments and accruals for a fair presentation, in all material respects, of the financial condition of each Loan Party and the results of each of their respective operations as of the dates of and for the periods covered by such Financial Statements, and (v) make full and adequate provision, subject to and in accordance with GAAP, for the various assets and liabilities (including deferred revenues) of the Loan Parties, fixed or contingent, and the results of each of their operations and transactions in its accounts, as of the dates and for the periods referred to therein.

(c) As of the Closing Date, except as set forth in Schedule 3.01 of the Disclosure Schedule, no Loan Party has any liabilities, obligations or commitments of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise (collectively “Liabilities and Contingencies”), including Liabilities and Contingencies under employment agreements and with respect to any “earn-outs”, stock appreciation rights, or related compensation obligations, except: (i) Liabilities and Contingencies disclosed or reflected in the Financial Statements or footnotes thereto, (ii) Liabilities and Contingencies incurred in the Ordinary Course of Business and consistent with past practice since the date of the most recent Financial Statements, or (iii) those Liabilities and Contingencies which are not required to be disclosed or reflected under GAAP. The reserves, if any, reflected on the consolidated balance sheet of the Parent included in the most recent Financial Statements are appropriate and reasonable. As of the Closing Date, no Loan Party has had (during the periods covered by the Financial Statements) or presently does have any Indebtedness for money borrowed, outstanding obligations for the purchase price of property, contingent obligations or liabilities for taxes, or any unusual forward or long-term commitments, except as specifically set forth or provided for in the Financial Statements or in Schedule 3.01 of the Disclosure Schedule.

(d) Since the date of the most recent Financial Statements through the Closing Date, except as set forth in Schedule 3.01 of the Disclosure Schedule, there has been no material adverse change in the working capital, condition (financial or otherwise), assets, liabilities, reserves, business, management or operations of any Loan Party, including the following:

(i) there has been no material change in any assumptions underlying, or in any methods of calculating, any bad debt, contingency or other reserve relating to any Loan Party;

(ii) there have been (A) no material write-downs in the value of any inventory of, and there have been no write-offs as uncollectible of any notes, Accounts or other receivables of any Loan Party other than write-offs of Accounts or other receivables reserved in full as of the date of the most recent Financial Statements, and (B) no reserves established for the uncollectibility of any notes, Accounts or other receivables of any Loan Party except to the extent that the same have been disclosed to the Agent and the Lenders in writing;

(iii) no debts have been cancelled, no claims or rights of substantial value have been waived and no properties or assets (real, personal or mixed, tangible or intangible) have been sold, transferred, or otherwise disposed of by any Loan Party except in the Ordinary Course of Business;

(iv) there has been no change in any method of accounting or accounting practice utilized by any Loan Party;

(v) no material casualty, loss or damage has been suffered by any Loan Party, regardless of whether such casualty, loss or damage is or was covered by insurance;

(vi) no Loan Party has received written notice of any changes in the policies or practices of any customer, supplier or referral source which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;

(vii) there has been no incurrence of (A) any liability or obligation outside of the Ordinary Course of Business, or (B) any Indebtedness other than Permitted Indebtedness;

(viii) there has been no declaration, setting aside or payment of any dividend or distribution or any other payment of any kind by any Loan Party to or in respect of any Capital Stock of any Loan Party; and

(ix) no action described in this Section 3.01(d) has been agreed to be taken by any Loan Party.

Section 3.02 Organization; Corporate Existence.

(a) Each of the Loan Parties (i) with respect to the Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri, (ii) with respect to each other Loan Party is duly organized and validly existing and in good standing under the laws indicated with respect to such other Loan Party on Schedule 3.02 of the Disclosure Schedule and is the type of entity indicated with respect to such other Loan Party on Schedule 3.02 of the Disclosure Schedule, (iii) has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and as proposed hereafter to be conducted, (iv) is qualified to do business as a foreign entity in each jurisdiction in which the failure of such Loan Party to be so qualified could reasonably be expected to have a Material Adverse Effect, and (v) has all requisite right, power and authority to execute and deliver, and perform all of its obligations under, the Loan Documents to which it is a party and to consummate all of the transactions contemplated by the Loan Documents. True and complete copies of the Organic Documents of each Loan Party, together with all amendments and modifications thereto, have been furnished to the Agent.

(b) The Borrower is a direct and Wholly-Owned Subsidiary of the Parent. The outstanding Capital Stock of the Borrower, the Subsidiaries and the Parent, and the number and amount of all outstanding options, warrants, convertible securities, subscriptions and other rights to acquire Capital Stock of the Borrower, the Subsidiaries and the Parent, in each case, as of the Closing Date, are as set forth in Schedule 3.02 of the Disclosure Schedule.

(c) On the Closing Date, the Borrower has no Subsidiaries and the Parent has no Subsidiaries other than the Borrower.

Section 3.03 Authorization.

(a) The execution, delivery and performance by the Borrower and each other Loan Party of their respective obligations under the Loan Documents to which they are a party, and the consummation of each of the transactions contemplated hereby, have been duly authorized by all requisite corporate and other action and will not, either prior to or as a result of the consummation of the transactions contemplated by the Loan Documents: (i) violate any provision of Applicable Law, any order of any court or other agency of government, any provision of the Organic Documents of any such Person, or any Contract to which any such Person is a party, or by which any such Person or any assets or properties of any such Person are bound, or (ii) be in conflict with, result in a breach of, or constitute (after the giving of notice or lapse of time or both) a default under, or, except for any Lien in favor of Agent, for the benefit of Agent and the other Secured Persons, as may be provided in the Loan Documents, result in the creation or imposition of any Lien of any nature whatsoever upon any of the property or assets of Borrower or any other Loan Party pursuant to, any such Organic Document, Contract or otherwise.

(b) Except for the filing of amendments to financing statements in respect of any and all Lien filings against the Loan Parties under the Existing Agreement, no Loan Party is required to obtain any Government Approval, consent or authorization from, or to file any declaration or statement with, any governmental instrumentality or agency in connection with or as a condition to the execution, delivery or performance of any of the Loan Documents or any of the transactions contemplated hereby.

(c) Each of the Loan Documents constitutes the valid and binding obligation of each Loan Party (in each case to the extent a party thereto), enforceable against each such Loan Party in accordance with each of their respective terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium laws, or other similar laws affecting creditors' rights and general principles of equity.

Section 3.04 Litigation. Except as disclosed on Schedule 3.04 of the Disclosure Schedule, there is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Parent or the Borrower, threatened against or affecting any Loan Party or any of their respective assets, which, if adversely determined, could, in the aggregate, reasonably be expected to have a Material Adverse Effect or result in liabilities to the Loan Parties in excess of \$100,000. Neither the Parent nor the Borrower has any knowledge of any state of facts, events, conditions or circumstances which could reasonably be expected to properly constitute grounds for or the basis of any suit, action, arbitration, proceeding or investigation (including any unfair labor practice charges, interference with union organizing activities, or other labor or employment claims) against or with respect to any Loan Party which, if adversely determined, could, in the aggregate, reasonably be expected to have a Material Adverse Effect or result in liabilities in excess of \$100,000.

Section 3.05 Material Contracts. Except as disclosed on Schedule 3.05(1) of the Disclosure Schedule, no Loan Party is (a) a party to any Contract the termination of which could reasonably be expected to have a Material Adverse Effect or (b) in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (x) any Contract to which it is a party or by which any of its assets or properties is bound, which default, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or result in liabilities in excess of \$150,000 or (y) any Material Contract. Except as disclosed on Schedule 3.05(2) of the Disclosure Schedule, no Loan Party is party to any (i) employment agreements covering the management of any Loan Party, (ii) collective bargaining agreements or other labor agreements covering any employees of any Loan Party, (iii) agreements for managerial, consulting or similar services to which any Loan Party is a party or by which it is bound, (iv) agreements regarding any Loan Party, its assets or operations or any investment therein to which any of its equity holders is a party, (v) patent licenses, trademark licenses, copyright licenses or other lease or license agreements to which any Loan Party is a party, either as lessor or lessee, or as licensor or licensee, (vi) distribution, marketing or supply agreements to which any Loan Party is a party, (vii) customer agreements to which any Loan Party is a party (in each case with respect to any Contract of the type described in the preceding clauses (i), (iii), (iv), (v), (vi) and (vii) requiring payments of more than \$150,000 in the aggregate in any Fiscal Year), (viii) partnership agreements to which any Loan Party is a partner, limited liability company agreements to which any Loan Party is a member or manager, or joint venture agreements to which any Loan Party is a party, (ix) real estate leases or (x) any other Contract to which any Loan Party is a party, in each case with respect to this clause (x), the breach, nonperformance or cancellation of which could reasonably be expected to have a Material Adverse Effect (all types of Contracts (subject to any applicable thresholds expressly provided in this Section 3.05) referenced in this Section 3.05 are hereinafter referred to as “Material Contracts”).

Section 3.06 Title to Properties. Each Loan Party has good title to all of its properties and assets, free and clear of all mortgages, security interests, restrictions, encumbrances and other Liens of any kind, except for restrictions on the nature of use thereof imposed by Applicable Law, and except for Permitted Liens, none of which materially interfere with the use and enjoyment of such properties and assets in the normal course of the Business Operations as presently conducted, or materially impair the value of such properties and assets for the purpose of such business.

Section 3.07 Real Property. Schedule 3.07 of the Disclosure Schedule sets forth a correct and complete list of all Real Properties owned, leased or occupied by any Loan Party on the Closing Date, including a statement as to whether such property is owned, leased and or occupied by any Loan Party. Each of the Loan Parties has a valid interest in each Real Property currently leased or occupied by the Loan Parties. No Loan Party nor, to Parent’s or the Borrower’s knowledge, any other party thereto, is in material breach or violation of any requirements of any such lease; and such Real Properties are in good condition (reasonable wear and tear excepted) and are adequate for the current and proposed businesses of the Loan Parties. The use of such Real Properties by the Loan Parties in the normal conduct of the Business Operations does not violate in any material respect any applicable building, zoning or other Applicable Law, ordinance or regulation affecting such Real Properties, and no covenants, easements, rights-of-way or other such conditions of record impair in any material respect any Loan Party’s use of such Real Properties in the normal conduct of the Business Operations.

Section 3.08 Machinery and Equipment. The machinery and equipment owned and/or used by the Loan Parties is, as to each individual material item of machinery and equipment, and in the aggregate as to all such material machinery and equipment, in good and usable condition and in a state of good maintenance and repair (reasonable wear and tear excepted), and adequate for its use in the Business Operations.

Section 3.09 Capitalization. Neither the Parent nor the Borrower, directly or indirectly, owns any Capital Stock of any other Person except that the Parent owns all of the Capital Stock issued by the Borrower.

Section 3.10 Solvency. After giving effect to the Term Loan, the borrowings made by the Borrower under this Agreement, and the consummation of the transactions contemplated hereby: (a) no Loan Party is insolvent or has unreasonably small capital for its business, (b) the fair saleable value of all of the assets and properties of each of each Loan Party exceeds the aggregate liabilities and Indebtedness of each such Loan Party (including contingent liabilities), (c) no Loan Party is contemplating either the filing of a petition under any state, federal or other bankruptcy or insolvency law, or the liquidation of all or any substantial portion of its assets or property, (d) no Loan Party has any knowledge of any Person contemplating the filing of any such petition against any Loan Party thereof, and (e) each Loan Party reasonably anticipates that it will be able to pay its debts as they mature.

Section 3.11 No Investment Company. No Loan Party is an “investment company” or a company “controlled” by an “investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 3.12 Margin Securities. No Loan Party owns or has any present intention of acquiring any “margin security” or any “margin stock” within the meaning of Regulations T, U or X of the FRB (herein called “margin security” and “margin stock”). None of the proceeds of the Term Loan will be used, directly or indirectly, for the purpose of purchasing or carrying, or for the purpose of reducing or retiring any Indebtedness which was originally incurred to purchase or carry, any margin security or margin stock or for any other purpose which might constitute the transactions contemplated hereby a “purpose credit” within the meaning of said Regulations T, U or X, or cause this Agreement to violate any other regulation of the FRB or the Exchange Act, or any rules or regulations promulgated under such statutes.

Section 3.13 Taxes.

(a) All federal and material state, local and other tax returns and tax reports required to be filed by any Loan Party have been timely filed after giving effect to legally available extensions to file such returns with the appropriate governmental agencies in all jurisdictions in which such returns and reports are required to be filed. All federal and material state, local, foreign and other income, franchise, sales, use, property, excise, ad valorem, value-added, payroll and other taxes (including interest, penalties and additions to tax and including estimated tax installments where required to be filed and paid) due from or with respect to the Loan Parties have been fully paid, and appropriate accruals have been made on the Loan Parties’ books for taxes not yet due and payable. All material taxes and other assessments and levies which any Loan Party is required by Applicable Law to withhold or to collect have been duly withheld and collected, and have been paid over to the proper governmental authorities to the extent due and payable. Except as set forth in Schedule 3.13 of the Disclosure Schedule, there are no material outstanding or pending claims, deficiencies or assessments for taxes, interest or penalties with respect to any taxable period of any Loan Party, and no outstanding tax Liens.

(b) Except as disclosed in Schedule 3.13 of the Disclosure Schedule, neither the Parent nor the Borrower has any knowledge or has received written notice of any pending audit with respect to any federal, state, local or other tax returns of any Loan Party, and no waivers of statutes of limitations have been given or requested with respect to any tax years or tax filings of any Loan Party.

(c) No Loan Party engages in any transaction or holds any investment that would give rise to non-deductible expenses, non-creditable taxes, or income inclusions under sections 162(c), (e), (f), (g), or (j), 280E, 901(j), 908, or 952(a) of the Code or similar laws.

Section 3.14 ERISA. With respect to each obligation of any Loan Party or any ERISA Affiliate to make any contributions to any pension, profit sharing or other similar plan providing for deferred compensation to any employee as may now exist or may hereafter be established by such Loan Party or an ERISA Affiliate of such Loan Party, or for which such Loan Party or such ERISA Affiliate have a duty to contribute and which constitutes an “employee pension benefit plan” within the meaning of Section 3(2) of ERISA: (a) the Loan Parties or the subject ERISA Affiliate has paid when due all amounts necessary to fund such plan(s) in accordance with its terms and applicable law, including Section 412 of the Code, (b) except for normal premiums payable by the Loan Parties to the Pension Benefit Guaranty Corporation (“PBGC”), no Loan Party nor the subject ERISA Affiliate has taken any action which could reasonably be expected to result in any material liability to the PBGC, or any of its successors or assigns, (c) the present value of all accrued benefits thereunder has not at any time exceeded the value of the assets of such plan(s) allocable to such accrued benefits, (d) there have not been any transactions that could reasonably be expected to result in the imposition of any tax or penalty under Section 4975 of the Code or under Section 502 of ERISA on any Loan Party, (e) there has not been any termination or partial termination thereof (other than a partial termination resulting solely from a reduction in the number of employees of a Loan Party or an ERISA Affiliate of any Loan Party, which reduction is not anticipated by any Loan Party), and there has not been any “reportable event” (as such term is defined in Section 4043(b) of ERISA) on or after the effective date of Section 4043(b) of ERISA with respect to any such plan(s) subject to Title IV of ERISA, (f) no “accumulated funding deficiency” (within the meaning of ERISA) has been, (g) such plan(s) have been “qualified” within the meaning of Section 401(a) of the Code, and have been duly administered in all material respects in compliance with ERISA and the Code, and (h) no Loan Party is aware of any fact, event, condition or cause which could reasonably be expected to adversely affect the qualified status thereof. As respects any “multiemployer plan” (as such term is defined in Section 3(37) of ERISA) to which any Loan Party or any ERISA Affiliate thereof has heretofore been, is now, or may hereafter be required to make contributions, any Loan Party or such ERISA Affiliate has made all required contributions thereto, and there has not been any “complete withdrawal” or “partial withdrawal” (as such terms are respectively defined in Sections 4203 and 4205 of ERISA) therefrom on the part of any Loan Party or such ERISA Affiliate.

Section 3.15 Intellectual Property. The Loan Parties own or have the valid right to use all material patents, trademarks, copyrights, software, computer programs, equipment designs, network designs, equipment configurations, technology and other intellectual property used, marketed and sold in the Business Operations, and the Loan Parties are in compliance in all material respects with all licenses, user agreements and other such agreements regarding the use of intellectual property used in the Business Operations; and neither the Parent nor the Borrower has any knowledge that, or has received any written notice claiming that, any of such intellectual property infringes upon or violates the rights of any other Person.

Section 3.16 Compliance with Laws. Except as set forth on Schedule 3.16 of the Disclosure Schedule: (a) the Loan Parties are in compliance, in all material respects, with all occupational safety, health, wage and hour, employment discrimination, environmental flammability, labeling and other Applicable Law; (b) no Loan Party is aware of any state or facts, events, conditions or occurrences which may now or hereafter constitute or result in a violation, in any material respect, of any Applicable Law, or which may reasonably be expected to give rise to the assertion of any such violation; (c) no Loan Party has received written notice of default or violation, nor is any Loan Party in default or violation, with respect to any judgment, order, writ, injunction, decree, demand or assessment issued by any court or any federal, state, local, municipal or other governmental agency, board, commission, bureau, instrumentality or department, domestic or foreign, relating to any aspect of any Loan Party's business, affairs, properties or assets; and (d) no Loan Party has received written notice of or been charged with, or is, to the Parent's or the Borrower's knowledge, under investigation with respect to, any violation in any material respect of any provision of any Applicable Law.

Section 3.17 Licenses and Permits. Each Loan Party has all federal, state, local and other licenses and permits required to be maintained in connection with and material to the Business Operations, and all such licenses and permits are valid and in full force and effect. Each Loan Party has complied with the requirements of such licenses and permits in all material respects, and has received no written notice of any pending or threatened proceedings for the suspension, termination, revocation or limitation thereof. No Loan Party is aware of any facts or conditions that could reasonably be expected to cause or permit any of such licenses or permits to be voided, revoked or withdrawn.

Section 3.18 Insurance. Schedule 3.18 of the Disclosure Schedule lists all insurance coverages maintained by each Loan Party on the Closing Date, including the names of insurers, policy limits and deductibles in summary fashion. No Loan Party has received written notice of cancellation or intent not to renew any of such policies, and there has not occurred, and no Loan Party is aware of any occurrence or the existence of any condition (other than general industry-wide conditions) such as could reasonably be expected to cause any of such insurers to cancel any of such insurance coverages, or could be reasonably likely to materially increase the premiums charged to any Loan Party for coverages consistent with the scope and amounts of coverages as in effect on the Closing Date.

Section 3.19 Environmental Laws.

(a) Each Loan Party has complied in all material respects with all Environmental Laws relating to its business and properties, and to the knowledge of the Parent and the Borrower there exist no Hazardous Substances, nor underground storage tanks at, on, under or about, any of the Real Properties the existence of which could reasonably be expected to have a Material Adverse Effect or result in liabilities in excess of \$50,000 in the aggregate to any Loan Party.

(b) No Loan Party has received written notice of any pending or threatened litigation or administrative proceeding which in any instance (i) asserts or alleges any violation of applicable Environmental Laws on the part of any Loan Party, (ii) asserts or alleges that any Loan Party is required to clean up, remove or otherwise take remedial or other response action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Substances, or (iii) asserts or alleges that any Loan Party is required to pay all or any portion of the costs of any past, present or future cleanup, removal or remedial or other response action or compensation for damage to persons or property which arises out of or is related to the disposal, depositing, discharge, leaking or other release of any Hazardous Substances by any Loan Party. To the Parent's and the Borrower's knowledge, no Loan Party is subject to any judgment, decree, order or citation related to or arising out of any Environmental Laws. To the Parent's and the Borrower's knowledge, no Loan Party has been named or listed as a potentially responsible party by any governmental body or agency in any matter arising under any Environmental Laws. No Loan Party is a participant in, nor does the Parent or the Borrower have knowledge of, any governmental investigation involving any of the Real Properties.

(c) No Loan Party nor, to the Parent's and the Borrower's knowledge, any other Person has caused or permitted any Hazardous Substances or other materials to be stored, deposited, treated, recycled or disposed of on, under or at any of the Real Properties which materials, if known to be present, could reasonably be expected to require or authorize cleanup, removal or other remedial action by any Loan Party under any applicable Environmental Laws.

Section 3.20 Sensitive Payments. No Loan Party has (a) made any contributions, payments or gifts to or for the private use of any governmental official, employee or agent where either the payment or the purpose of such contribution, payment or gift is illegal under the Applicable Laws of the United States or the jurisdiction in which made or any other applicable jurisdiction, (b) established or maintained any unrecorded fund or asset for any purpose or made any false or artificial entries on its books, (c) made any payments to any Person with the intention that any part of such payment was to be used for any purpose other than that described in the documents supporting the payment, or (d) engaged in any "trading with the enemy" or other transactions violating any rules or regulations of the Office of Foreign Assets Control or any similar Applicable Laws, rules or regulations.

Section 3.21 No Material Adverse Change. Since September 30, 2017, there has been no material adverse change in the business, operations, properties or condition (financial or otherwise) of any Loan Party.

Section 3.22 No Default. After giving effect to the Assignment Agreement, no Default or Event of Default has occurred and is continuing.

Section 3.23 Brokers. Except as set forth on Schedule 3.23 of the Disclosure Schedules, and except for fees payable to the Agent and the Lenders pursuant to the Loan Documents, no broker, finder or other intermediary has brought about the obtaining, making or closing of the transactions contemplated by the Loan Documents, and no Loan Party, has or will have any obligation to any Person in respect of any finder's or brokerage fees in connection herewith or therewith.

Section 3.24 Full Disclosure. No statement of fact made in writing (other than the projections or any other forward-looking information and any information of a general economic or industry-specific nature) by or on behalf of any Loan Party or any Affiliate thereof in this Agreement or any other Loan Document, or in any information memorandum, business summary, agreement, certificate, schedule or other statement or report furnished by or on behalf of any Loan Party or Affiliate thereof to the Agent or any Lender pursuant to, or in connection with, this Agreement or any other Loan Document, when taken as a whole, contained, as of the date such statement of fact was furnished, any untrue statement of a material fact, or omitted to state, as of the date such statement of fact was furnished, any material fact necessary to make any statements contained herein or therein not misleading. All financial projections delivered by or on behalf of any Loan Party or Affiliate thereof to the Agent or any Lender pursuant to, or in connection with, this Agreement or any other Loan Document (i) were prepared by such Person in good faith, (ii) were prepared in accordance with assumptions which were reasonable at the time such projections were so delivered (and, if later, were also reasonable on the Closing Date) and (iii) reflect the Loan Parties' judgment based on circumstances at the time such projections were delivered of the most likely set of conditions and course of action for the projected period (it being understood that such projections are subject to uncertainties and contingencies, many of which are beyond the control of the Loan Parties, that actual results may vary from projected results and that such variances may be material).

IV. CONDITIONS OF MAKING THE TERM LOAN

The obligation of each Lender to make its Pro Rata Share of the Term Loan on the Closing Date is subject to the following conditions precedent, all of which must be satisfied in a manner acceptable to the Agent (and as applicable, pursuant to documentation which is in form and substance acceptable to the Agent):

Section 4.01 Representations and Warranties. The representations and warranties set forth in Article III hereof and in the other Loan Documents shall be true and correct on and as of the Closing Date both before and after giving effect to the transactions contemplated hereby (including the funding of the Term Loan).

Section 4.02 Loan Documents. Agent shall have received each of the following:

- (a) this Agreement duly executed by Agent, each Lender, Borrower and Parent;
- (b) the Notes, to the extent requested by a Lender, duly executed by Borrower;
- (c) the Collateral Agreement and any and all other Security Documents required by the Agent at the Closing Date, in each case duly executed by the Loan Parties party thereto;