

this Agreement including a refinancing thereof (in each case, whether or not successful) and any amendment or modification to the terms of any such transactions;

(xix) the amount of any expenses, losses or charges (including operating losses) related to any new line of business or product;

(xx) charges associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, audit or audit-related costs and other initial public offering readiness costs (including related to any tax restructuring in connection with an initial public offering) legal and other professional fees or listing fees (collectively, "**Public Company Costs**");

(xxi) cash and non-cash charges, expenses and losses related to, or on account of, the equity-linked units and rights of the Borrower or any direct or indirect parent thereof (including the Public Parent), including synthetic equity units, performance units and equity appreciation rights; and

(xxii) any expenses for such period that are reimbursed during such period (or are reasonably expected to be reimbursed within 180 days of the end of such period to the extent not accrued) by third parties (other than Holdings or any of its Subsidiaries) (with a deduction in the applicable future period for any amount so added back to the extent not received within such 180 day period); *minus*

(b) without duplication and to the extent included in arriving at such Consolidated Net Income, (i) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period) including non-cash gains as a result of last-in first -out and/or first-in first-out methods of accounting, (ii) any net gain from disposed, abandoned or discontinued operations or product lines (but if such operations are classified as discontinued due to the fact that they are being held for sale or are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of), (iii) any extraordinary, unusual or non-recurring net gains and (iv) the amount of any minority interest income attributable to minority interests or non-controlling interests of third parties in any non-wholly-owned Restricted Subsidiary; *provided* that:

(A) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA (x) currency translation gains and losses related to currency remeasurements of Indebtedness (including the net loss or gain (i) resulting from Swap Contracts for currency exchange risk and (ii) resulting from intercompany indebtedness) and (y) all other foreign currency translation or transaction gains or losses to the extent such gains or losses are non-cash items;

(B) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA for any period any adjustments resulting from the application of FASB Accounting Standards Codification 815 and International Accounting Standard No. 39 and their respective related pronouncements and interpretations;

(C) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA for any period any income (loss) for such period attributable to the early extinguishment or modification of (i) Indebtedness, (ii) obligations under any Swap Contracts or (iii) other derivative instruments;

(D) the tax effects of the adjustments pursuant to clauses (a) and (d) of the definition of Consolidated Net Income shall be excluded; and

(E) gains during such period in connection with earn-outs and other deferred payments in connection with any acquisitions constituting an Investment permitted under this Agreement, to the extent included in the calculation of Consolidated Net Income in accordance with GAAP as an accounting adjustment to the extent that the actual amount payable or paid in respect of such earn-outs or other deferred payments is less than the liability booked by the applicable Person therefor, shall be excluded.

provided, that the Borrower may, in its sole discretion, elect not to make any adjustment for any item pursuant to the foregoing clauses (a) and (b) if any such item individually is less than \$1,000,000 in any fiscal quarter.

Notwithstanding anything to the contrary contained herein, for purposes of determining Consolidated EBITDA under this Agreement for any period that includes any of the fiscal quarters ended June 30, 2020, September 30, 2020, December 31, 2020 and March 31, 2021, Consolidated EBITDA for such fiscal quarters shall be \$39,100,000, \$31,100,000, \$44,900,000 and \$36,800,000, respectively, in each case as may be subject to addbacks and adjustments (without duplication) pursuant to clause (vii)(2) above and sections relating to *pro forma* adjustments for the applicable Test Period. For the avoidance of doubt, Consolidated EBITDA shall be calculated including *pro forma* adjustments.

“Consolidated First Lien Net Debt” means, as of any date of determination, the aggregate principal amount of Consolidated Total Net Debt outstanding on such date that is not subordinated in right of payment to the Secured Obligations and that is secured by a Lien on the Collateral on an equal priority basis with Liens on the Collateral securing the Secured Obligations.

“Consolidated First Lien Net Leverage Ratio” means, with respect to any Test Period, the ratio of (a) Consolidated First Lien Net Debt as of the last day of such Test Period, minus an amount equal to the Unrestricted Cash Amount as of such date, to (b) Consolidated EBITDA for such Test Period.

“Consolidated Interest Expense” means, as of any date for the applicable period ending on such date with respect to the Borrower and its Restricted Subsidiaries on a consolidated basis, the amount payable as cash interest expense (including that attributable to capital leases), net of cash interest income of the Borrower and its Restricted Subsidiaries, with respect to all outstanding Indebtedness of the Borrower and its Restricted Subsidiaries, including all

commissions, discounts and other cash fees and charges owed with respect to letter of credit and bankers' acceptance financing and net cash costs (less net cash payments) under Hedge Agreements, but excluding, for the avoidance of doubt, (a) any non-cash interest expense and any capitalized interest, whether paid or accrued, (b) the amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (c) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses, (d) any expenses resulting from discounting of Indebtedness in connection with the application of recapitalization accounting or purchase accounting, (e) penalties or interest related to Taxes and any other amounts of non-cash interest resulting from the effects of acquisition method accounting or pushdown accounting, (f) the accretion or accrual of, or accrued interest on, discounted liabilities (other than Indebtedness) during such period, (g) non-cash interest expense attributable to the movement of the mark-to-market valuation of obligations under Swap Contracts or other derivative instruments pursuant to ASC 815, Derivatives and Hedging, (h) any one-time cash costs associated with breakage in respect of hedging agreements for interest rates, (i) any payments with respect to make whole premiums or other breakage costs of any Indebtedness, (j) all non-recurring interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, all as calculated on a consolidated basis in accordance with GAAP and (k) expensing of bridge, arrangement, structuring, commitment, consent or other financing fees.

"Consolidated Net Income" means, for any period, the net income (loss) of the Borrower and its Restricted Subsidiaries (including, to the extent applicable, Professional Corporations in accordance with the definition of "Subsidiary") for such period determined on a consolidated basis in accordance with GAAP; *provided, however*, that, without duplication:

(a) for all purposes other than the calculation of Excess Cash Flow, any after-tax effect of extraordinary, unusual or non-recurring items (including gains, losses or charges and all fees and expenses relating thereto) for such period shall be excluded,

(b) the cumulative effect of a change in accounting principles or as a result of the adoption or modification of accounting principles during such period to the extent included in Consolidated Net Income shall be excluded,

(c) accruals and reserves that are established or adjusted within 12 months after the closing of any acquisition constituting an Investment that are so required to be established or adjusted as a result of such acquisition in accordance with GAAP or changes as a result of adoption or modification of accounting policies in accordance with GAAP shall be excluded,

(d) any net after-tax effect of gains or losses (*less* all fees, expenses and charges relating thereto) attributable to asset dispositions or abandonments or the sale or other disposition of any Equity Interests of any Person, in each case other than in the ordinary course of business, as determined in good faith by the Borrower, shall be excluded,

(e) the net income (loss) for such period of any Person that is not a Subsidiary of the Borrower, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of the Borrower shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash or Cash Equivalents (or to the extent subsequently converted into cash or Cash Equivalents) to the Borrower or a Restricted Subsidiary thereof in respect of such period,

(f) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded,

(g) any non-cash compensation charge or expense, including any such charge or expense or any other income statement adjustment arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs or any other equity-based compensation shall be excluded, and any cash charges associated with the rollover, acceleration or payout of Equity Interests by management of the Borrower or any of its direct or indirect parents (including the Public Parent) in connection with the Transactions, shall be excluded,

(h) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with the Transactions, any Investment, Permitted Acquisition or any sale, conveyance, transfer or other disposition of assets, to the extent actually reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount (i) is not denied by the applicable carrier or indemnitor in writing within 180 days of the occurrence of such event and (ii) is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back or excluded to the extent not so indemnified or reimbursed within such 365-day period), shall be excluded,

(i) for all purposes other than the calculation of Excess Cash Flow, to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount (i) is not denied by the applicable carrier or indemnitor in writing within 180 days of the occurrence of such event and (ii) is in fact reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back or excluded to the extent not so reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events or business interruption shall be excluded,

(j) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Subsidiaries or such Person's assets are acquired by the Borrower or any of its Restricted Subsidiaries shall be excluded (except to the extent required for any calculation of Consolidated EBITDA on a Pro Forma Basis),

(k) solely for the purpose of determining the Cumulative Credit pursuant to clause (b)(A) of the definition thereof, the income of any Restricted Subsidiary of the Borrower that is not a Guarantor to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of such income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary (which has not been waived) shall be excluded, except (solely to the extent permitted to be paid) to the extent of the amount of dividends or other distributions actually paid to the Borrower or any of its Restricted Subsidiaries

that are Guarantors by such Person during such period in accordance with such documents and regulations,

(l) the purchase accounting effects of adjustments in component amounts required or permitted by GAAP (including in the inventory, property and equipment, goodwill, intangible assets, in-process research and development, deferred revenue and debt line items thereof) and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries), as a result of the Transactions or any acquisition constituting an Investment permitted under this Agreement consummated prior to or after the Closing Date, or the amortization or write-off of any amounts thereof shall be excluded,

(m) for all purposes other than the calculation of Excess Cash Flow, changes to accrual of revenue so long as consistent with past practices (regardless of treatment under GAAP) shall be excluded,

(n) (i) any non-cash profits interest or non-cash compensation expense realized from employee benefit plans or other post-employment benefit plans or recorded from grants of stock appreciation or similar rights, phantom equity, stock options, restricted stock or other rights to officers, directors, managers or employees and management compensation plans or equity incentive programs or the treatment of such options under variable plan accounting and (ii) non-cash income (loss) attributable to deferred compensation plans or trusts, shall be excluded,

(o) any amounts paid that are used to fund payments to any direct or indirect equity holder to pay taxes related to such equity holder's ownership of the Borrower and that, if paid by the Borrower would have reduced Consolidated Net Income, shall be included to reduce Consolidated Net Income, and

(p) at the option of the Borrower, other add-backs and adjustments (x) of the type reflected in the confidential information memorandum related to the syndication of the Term Facility and/or the sponsor model delivered to the Arrangers on May 20, 2021, (y) that are consistent with Regulation S-X or (z) of the type identified or set forth in any quality of earnings analysis or report prepared by financial advisors and delivered to the Administrative Agent in connection with any acquisition or other Investment not prohibited hereunder (it being understood that if Consolidated EBITDA of the applicable target is greater than 25% of Consolidated EBITDA of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period (calculated pro forma for such acquisition or Investment), then such analysis or report shall be prepared by one of the "Big Four" accounting firms or any other firm of recognized standing that is reasonably acceptable to the Administrative Agent).

For the avoidance of doubt, (other than for purposes of calculating Excess Cash Flow) Consolidated Net Income shall be calculated, including *pro forma* adjustments, in accordance with Section 1.09.

"Consolidated Secured Net Debt" means, as of any date of determination, the aggregate principal amount of Consolidated Total Net Debt outstanding on such date that is not subordinated in right of payment to the Secured Obligations and that is secured by a Lien on the Collateral.

"Consolidated Secured Net Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated Secured Net Debt as of the last day of such Test Period, minus an

amount equal to the Unrestricted Cash Amount as of such date to (b) Consolidated EBITDA for such Test Period.

“Consolidated Total Net Debt” means, as of any date of determination, the aggregate principal amount of third-party Indebtedness of the Borrower and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP consisting only of Indebtedness for borrowed money, drawn but unreimbursed obligations under letters of credit, obligations in respect of Capitalized Leases (solely to the extent exceeding \$5,000,000) and debt obligations evidenced by promissory notes or similar instruments. For the avoidance of doubt, it is understood that obligations (i) under Swap Contracts, (ii) owed by Unrestricted Subsidiaries, (iii) related to bank guaranties, surety bonds, performance bonds and similar instruments unless not paid when such amounts have become due and payable and (iv) related to earn-outs and all deferred purchase price obligations, unless not paid within five Business Days after such amounts have become due and payable, in each case do not constitute Consolidated Total Net Debt.

“Consolidated Total Net Leverage Ratio” means, with respect to any Test Period, the ratio of (a) Consolidated Total Net Debt as of the last day of such Test Period, minus an amount equal to the Unrestricted Cash Amount as of such date to (b) Consolidated EBITDA for such Test Period.

“Consolidated Working Capital” means, with respect to the Borrower and its Restricted Subsidiaries on a consolidated basis at any date of determination, Current Assets at such date of determination *minus* Current Liabilities at such date of determination; *provided* that increases or decreases in Consolidated Working Capital shall be (a) calculated without regard to any changes in Current Assets or Current Liabilities as a result of (i) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent, (ii) the effects of purchase accounting, (iii) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under Swap Contracts or (iv) any impact of foreign exchange translations and (b) adjusted to eliminate any distortion resulting from mergers, acquisitions and dispositions occurring during the applicable period.

“Contract Consideration” has the meaning set forth in the definition of “Excess Cash Flow.”

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” has the meaning set forth in the definition of “Affiliate.”

“Covered Affiliate” means, with respect to a Person, any Affiliate of such Person other than Affiliates that are subject to customary procedures to prevent the sharing of confidential information between such Person and such Affiliate, so long as such Person is managed having fiduciary duties to the investors or other equityholders of such Person that are independent of the fiduciary duties to the investors or other equityholders of such Affiliate.

“Covered Entity” means any of the following:

i.a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

ii.a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning set forth in Section 10.22.

“**Credit Agreement Refinancing Indebtedness**” means (a) Permitted First Priority Refinancing Debt, (b) Permitted Junior Priority Refinancing Debt, (c) Permitted Unsecured Refinancing Debt or (d) other Indebtedness, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or part, existing Term Loans or existing Revolving Credit Loans (or unused Revolving Credit Commitments), or any then-existing Credit Agreement Refinancing Indebtedness (the “**Refinanced Debt**”); *provided* that (i) such Credit Agreement Refinancing Indebtedness has a maturity no earlier, and, in the case of any refinancing of Term Loans, a Weighted Average Life to Maturity equal to or greater, than the Refinanced Debt (provided that the requirements set forth in this clause (i) shall not apply to any Credit Agreement Refinancing Indebtedness consisting of an Extendable Bridge Loan or Inside Maturity Debt), (ii) such Credit Agreement Refinancing Indebtedness shall not have an aggregate principal amount (including any unutilized commitments) greater than the aggregate principal amount (including any unutilized commitments) of the Refinanced Debt *plus* accrued interest, fees, premiums (if any) and penalties thereon and fees and expenses associated with the refinancing, (iii) any payments and borrowings shall be made *pro rata* as between the Revolving Credit Facility and any Credit Agreement Refinancing Indebtedness in the form of revolving loans or revolving commitments in accordance with the aggregate principal amounts thereof, respectively, (iv) the terms and conditions of such Credit Agreement Refinancing Indebtedness (except as otherwise provided in this definition) shall be as agreed between the Borrower and the financing sources providing such Credit Agreement Refinancing Indebtedness, (v) [reserved], (vi) such Refinanced Debt shall be repaid, repurchased, retired, defeased or satisfied and discharged, and all accrued interest, fees, premiums (if any) and penalties in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained, (vii) such Credit Agreement Refinancing Indebtedness is not at any time guaranteed by any Subsidiary other than Guarantors, (viii) to the extent secured, such Credit Agreement Refinancing Indebtedness is not secured by property or assets other than the Collateral and a Senior Representative acting on behalf of the providers of such Indebtedness shall have become party to an Intercreditor Agreement, (ix) if the Refinanced Debt is subordinated in right of payment to, or to the Liens securing, the Obligations, then any Credit Agreement Refinancing Indebtedness shall be subordinated in right of payment to, or to the Liens securing, the Obligations, as applicable, pursuant to a customary subordination agreement or provisions reasonably satisfactory to the Administrative Agent, (x) any Credit Agreement Refinancing Indebtedness shall be *pari passu* or junior in right of payment and, if secured, secured on a *pari passu* or junior basis with the Revolving Credit Facility and the Term Facility, to the extent the requirements in the proviso after clause (y) of Section 7.03 have been satisfied, (xi) any Credit Agreement Refinancing Indebtedness may participate on a *pro rata* basis or on a less than *pro rata* basis (but not greater than *pro rata* basis) in any voluntary or mandatory prepayments hereunder and shall not require

any mandatory prepayments in addition to those hereunder and (xii) any Credit Agreement Refinancing Indebtedness that comprises Revolving Credit Loans does not mature prior to the latest maturity date of Revolving Credit Commitments being refinanced; *provided, further*, that in determining if the foregoing conditions in this proviso are met, a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five Business Days prior to such modification, refinancing, refunding, renewal or extension, together with a reasonably detailed description of the material terms and conditions of such resulting Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement, shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).

“**Credit Extension**” means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**Cumulative Credit**” means, at any date, an amount, not less than zero in the aggregate, determined on a cumulative basis equal to, without duplication:

(a) the greater of \$60,000,000 and 40% of Consolidated EBITDA as of the last day of the most recently ended Test Period, *plus*

(b) the greater of (A) 50% of Consolidated Net Income for the period (taken as one accounting period) beginning with the fiscal quarter ending June 30, 2021 to the end of the most recently completed Test Period for which financial statements have been delivered (or were required to be delivered) pursuant to Section 6.01(a) or (b) (but not less than zero in such period) and (B) the sum of Retained Excess Cash Flow (but not less than zero in any period) for the fiscal year ending on December 31, 2022 and Retained Excess Cash Flow for each succeeding completed fiscal year as of such date, *plus*

(c) the cumulative amount of cash and Cash Equivalent proceeds and the fair market value of marketable securities or other property received from (i) the sale of Qualified Equity Interests of the Borrower or Equity Interests of any direct or indirect parent of the Borrower (including the Public Parent) after the Closing Date and on or prior to such time (including upon exercise of warrants or options) (other than any amount designated as a Cure Amount, an Available Excluded Contribution Amount or used for Equity Funded Employee Plan Costs) which proceeds have been contributed as common equity to the capital of the Borrower and (ii) the Qualified Equity Interests of the Borrower (or Equity Interests of any direct or indirect parent of the Borrower, including the Public Parent) (other than any amount designated as a Cure Amount, an Available Excluded Contribution Amount or used for Equity Funded Employee Plan Costs) issued upon conversion of Indebtedness (other than Indebtedness that is contractually subordinated to the Obligations) of the Borrower or any Restricted Subsidiary of the Borrower owed to a Person other than a Loan Party or a Restricted Subsidiary of a Loan Party, *plus*

(d) 100% of the aggregate amount of contributions to the common capital of the Borrower or the net proceeds of the issuance of Qualified Equity Interests of Holdings (or any direct or indirect parent, including the Public Parent) contributed to the Borrower, received in cash and Cash Equivalents after the Closing Date (other than any amount designated as a Cure

Amount or an Available Excluded Contribution Amount or used for Equity Funded Employee Plan Costs), *plus*

(e) 100% of the aggregate amount received by the Borrower or any Restricted Subsidiary of the Borrower in cash and Cash Equivalents and the fair market value of marketable securities or other property received from:

(i) the sale, transfer or other disposition (other than to the Borrower or any such Restricted Subsidiary) of the Equity Interests or any assets of an Unrestricted Subsidiary or any minority Investments or other joint venture (that is not a Restricted Subsidiary), or

(ii) any dividend or other distribution by an Unrestricted Subsidiary or received in respect of minority Investments or other joint venture (that is not a Restricted Subsidiary), or

(iii) any interest, returns of principal, repayments and similar payments by such Unrestricted Subsidiary or received in respect of any minority Investments;

in each case, solely to the extent such Investments described in clause (i) through (iii) in this clause (e) were originally made using the Cumulative Credit and solely to the extent of such initial Investment; *plus*

(f) in the event any Unrestricted Subsidiary has been re-designated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or a Restricted Subsidiary, the fair market value of the Investments of the Borrower and its Restricted Subsidiaries made using the Cumulative Credit in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), *plus*

(g) an amount equal to any returns in cash and Cash Equivalents (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the Borrower or any Restricted Subsidiary in respect of any Investments made pursuant to Section 7.02, *plus*

(h) to the extent not required to be applied to prepay Loans in accordance with Section 2.05(b), the aggregate amount of all Net Proceeds actually received by the Borrower or any Restricted Subsidiaries in connection with the sale, transfer or other disposition of any assets of any Unrestricted Subsidiary since the Closing Date, *plus*

(i) an amount equal to Declined Proceeds and any Specified Asset Sale Proceeds, *minus*

(j) any amount of the Cumulative Credit used to make Investments pursuant to Section 7.02(v) after the Closing Date and prior to such time, *minus*

(k) any amount of the Cumulative Credit used to pay dividends or make distributions or other Restricted Payments pursuant to Section 7.06(l) after the Closing Date and prior to such time, *minus*

(l) any amount of the Cumulative Credit used to make payments or distributions in respect of Junior Financings pursuant to Section 7.13 after the Closing Date and prior to such time; *minus*

(m) any amount of the Cumulative Credit used to incur Liens pursuant to Section 7.01(cc) or Indebtedness pursuant to Section 7.03(u), in each case after the Closing Date and prior to such time.

“**Cure Amount**” has the meaning set forth in Section 8.04(a).

“**Cure Expiration Date**” has the meaning set forth in Section 8.04(a).

“**Current Assets**” means, with respect to the Borrower and its Restricted Subsidiaries on a consolidated basis at any date of determination, all assets (other than cash and Cash Equivalents) that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income or profits (but excluding assets held for sale, loans (permitted) to third parties, pension assets, deferred bank fees and derivative financial instruments).

“**Current Liabilities**” means, with respect to the Borrower and its Restricted Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) accruals for Capital Expenditures, (c) accruals for Restricted Payments (other than Restricted Payments under Section 7.06(h)), (d) accruals for current or deferred Taxes based on income or profits, (e) accruals of any costs or expenses related to restructuring reserves, (f) any Revolving Credit Exposure or Revolving Credit Loans, (g) any earn-out obligations or deferred purchase price obligations, unless not paid within five Business Days after such amounts have become due and payable and (h) the current portion of pension liabilities.

“**Debt Fund Affiliate**” means any Affiliate of the Sponsor (other than Holdings or any of its Subsidiaries) that is a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in, acquiring or trading commercial loans, bonds or similar extensions of credit in the ordinary course and whose managers have fiduciary duties to the investors in such fund independent of, or in addition to, their duties to the Sponsor.

“**Debtor Relief Laws**” means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

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

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, without cure or waiver hereunder, would be an Event of Default.