

268. obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of its Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

269. letters of credit issued in currencies not available hereunder in an aggregate amount at any time outstanding not to exceed the greater of \$7,500,000 and 5% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

270. Indebtedness supported by a Letter of Credit, in a principal amount not to exceed the face amount of such Letter of Credit;

271. Indebtedness incurred by a Restricted Subsidiary that is a non-Loan Party which, when aggregated with the principal amount of all other Indebtedness incurred pursuant to this Section 7.03(s) and then outstanding for all such Persons taken together, does not exceed the greater of \$30,000,000 and 20% of Consolidated EBITDA as of the last day of the most recently ended Test Period, in each case determined at the time of incurrence;

272. Credit Agreement Refinancing Indebtedness;

273. Indebtedness incurred in reliance on the Cumulative Credit;

274. Indebtedness of the Borrower or any of its Restricted Subsidiaries that complies with (as applicable) the Applicable Requirements, so long as no Event of Default under Sections 8.01(a) and (f) (with respect to the Borrower) is continuing or would result from the incurrence of such Indebtedness; *provided* that:

lxxii. if such Indebtedness is secured on a *pari passu* in right of security with the Obligations, the aggregate principal amount of such Indebtedness shall not exceed an amount so long as on and as of the date of such incurrence the Consolidated First Lien Net Leverage Ratio is no more than or equal to (x) 3.50:1.00 or (y) to the extent incurred in connection with a Permitted Acquisition or other Investment permitted hereunder, the greater of (I) 3.50:1.00 and (II) the Consolidated First Lien Net Leverage Ratio immediately prior to such Permitted Acquisition or Investment at the time of incurrence;

lxxiii. if such Indebtedness is secured on a junior basis in right of security with the Obligations, the aggregate principal amount of such Indebtedness shall not exceed an amount so long as on and as of the date of such incurrence the Consolidated Secured Net Leverage Ratio is no more than (x) 4.50:1.00 or (y) to the extent incurred in connection with a Permitted Acquisition or other Investment permitted hereunder, the greater of (I) 4.50:1.00 and (II) the Consolidated Secured Net Leverage Ratio immediately prior to such Permitted Acquisition or Investment at the time of incurrence;

lxxiv. if such Indebtedness is unsecured, the aggregate principal amount of such Indebtedness shall not exceed an amount so long as on and as of the date of such incurrence (x) the Consolidated Total Net Leverage Ratio is no more than (1) 5.00:1.00 or (2) to the extent incurred in connection with a Permitted Acquisition or other Investment permitted hereunder, the greater of (I) 5.00:1.00 and (II) the Consolidated Total Net Leverage Ratio immediately prior to such Permitted Acquisition or Investment

at the time of incurrence or (y) the Interest Coverage Ratio would not be less than (1) 2.00:1.00 or (2) to the extent incurred in connection with a Permitted Acquisition or other Investment permitted hereunder, either (I) 2.00:1.00 or (II) the Interest Coverage Ratio immediately prior to the consummation of such Permitted Acquisition or other Investment;

provided that (A) the aggregate principal amount at any time outstanding of such Indebtedness of Subsidiaries that are non-Loan Parties incurred pursuant to this Section 7.03(v) shall not exceed the greater of \$30,000,000 and (y) 20% of Consolidated EBITDA as of the last day of the most recently ended Test Period and (B) for the avoidance of doubt, no such Indebtedness shall be subject to the “most favored nation” pricing adjustment set forth in the proviso to Section 2.14(e) (iii).

For purposes of the calculations in this Section 7.03(v), (A) with respect to any Revolving Credit Commitments, a borrowing of the maximum amount of Loans available thereunder shall be assumed and (B) to the extent the proceeds of any Indebtedness incurred under this Section 7.03(v) are used to repay Indebtedness, Pro Forma Effect shall be given to such repayment of Indebtedness.

275. any Permitted Refinancings of Indebtedness incurred pursuant to Sections 7.03(g) or 7.03(v);

276. all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in Sections 7.03(a) through 7.03(w);

277. Indebtedness and Disqualified Equity Interests of the Borrower or any Restricted Subsidiary in an aggregate principal amount up to 200% of the net cash proceeds received by the Borrower since immediately after the Closing Date from the issue or sale of Equity Interests of the Borrower or cash contributed to the capital of the Borrower (in each case, other than the Cure Amount, any Available Excluded Contribution Amount, or sales of Equity Interests to the Borrower or any of its Subsidiaries) as determined in accordance with clauses (c) and (d) of the definition of “Cumulative Credit” to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to Section 7.06 or to make Investments (other than Investments specified in clauses (a) and (i) of Section 7.02);

278. Indebtedness of the Borrower or any Subsidiary Guarantor issued in lieu of Incremental Facilities (and subject to clauses (i) and (v) of Section 2.14(d) and subclauses (A), (B), (D), (I) and (J) of Section 2.14(e)(i)) consisting of one or more series of secured or unsecured bonds, notes or debentures (which bonds, notes or debentures, if secured, may be secured either by Liens pari passu with the Liens on the Collateral securing the Secured Obligations or by Liens having a junior priority relative to the Liens on the Collateral securing the Secured Obligations), or secured or unsecured loans (which loans, if secured, may be secured either (x) by Liens pari passu with the Liens on the Collateral securing the Secured Obligations or (y) by Liens having a junior priority relative to the Liens on the Collateral securing the Secured Obligations) (the “**Incremental Equivalent Debt**”); provided that no Incremental Equivalent Debt shall be subject to the “most favored nation” pricing adjustment set forth in the proviso to Section 2.14(e)(iii);

279. to the extent any L/C Issuer has resigned, additional Indebtedness in an aggregate principal amount or face amount at any time outstanding not to exceed the greater of \$10,000,000 and 7.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period in respect of letters of credit, bank guaranties, surety bonds, performance bonds and similar instruments issued for general corporate purposes minus the amount of outstanding Letters of Credit hereunder; and

280. Indebtedness in an aggregate principal amount outstanding at any time not to exceed the Available RP Capacity Amount and Permitted Refinancing of Indebtedness pursuant to this Section 7.03(bb).

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, *plus* the aggregate amount of fees, underwriting discounts, premiums (including tender premiums) and other costs and expenses (including OID) incurred in connection with such refinancing.

For purposes of determining compliance with this Section 7.03, in the event that any item of Indebtedness (or any portion thereof) meets the criteria of more than one of the categories of Indebtedness specified herein, the Borrower shall, in its sole discretion, divide, classify and reclassify or later divide, classify and reclassify such Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above categories.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.03. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP.

ce. *Fundamental Changes.* Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

281. any Restricted Subsidiary may merge, amalgamate or consolidate with (A) the Borrower (including a merger, the purpose of which is to reorganize the Borrower into a new jurisdiction); *provided* that the Borrower shall be the continuing or surviving Person or (B) one or

more other Restricted Subsidiaries; *provided* that when any Person that is a Loan Party is merging with a Restricted Subsidiary, a Loan Party shall be the continuing or surviving Person;

282. any Restricted Subsidiary that is not a Loan Party may merge, amalgamate or consolidate with or into any other Restricted Subsidiary that is not a Loan Party, any Restricted Subsidiary may liquidate or dissolve and any Subsidiary may change its legal form if, with respect to clauses (ii) and (iii), the Borrower determines in good faith that such action is in the best interest of the Borrower and its Restricted Subsidiaries and if not materially disadvantageous to the Lenders (it being understood that in the case of any change in legal form, a Subsidiary that is a Guarantor will remain a Guarantor unless such Guarantor is otherwise permitted to cease being a Guarantor hereunder);

283. any Restricted Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Restricted Subsidiary;

284. so long as no Event of Default under Section 8.01(a) or Section 8.01(f) (with respect to the Borrower) has occurred and is continuing or would result therefrom, the Borrower may merge or consolidate with any other Person; *provided* that the Borrower shall be the continuing or surviving corporation or if the Person formed by or surviving any such merger or consolidation is not the Borrower (any such Person, the “**Successor Company**”), the Successor Company shall be an entity organized or existing under the Laws of the United States, any state thereof or the District of Columbia, the Successor Company shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, each Guarantor, unless it is the other party to such merger or consolidation, shall have confirmed that its Guarantee shall apply to the Successor Company’s obligations under the Loan Documents, each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Security Agreement and other applicable Collateral Documents confirmed that its obligations thereunder shall apply to the Successor Company’s obligations under the Loan Documents, if reasonably requested by the Administrative Agent, each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have by an amendment to or restatement of the applicable Mortgage (or other instrument reasonably satisfactory to the Administrative Agent) confirmed that its obligations thereunder shall apply to the Successor Company’s obligations under the Loan Documents, and the Borrower shall have delivered to the Administrative Agent an officer’s certificate and an opinion of counsel, each stating that such merger or consolidation and such supplement to this Agreement or any Collateral Document comply with this Agreement; *provided, further*, that if the foregoing are satisfied, the Successor Company will succeed to, and be substituted for, the Borrower under this Agreement; *provided, further*, that the Borrower agrees to use commercially reasonable efforts to provide any documentation and other information about the Successor Company as shall have been reasonably requested in writing by the Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including Title III of the USA Patriot Act and the Beneficial Ownership Regulation;

285. so long as (in the case of a merger involving a Loan Party) no Event of Default under Section 8.01(a) or Section 8.01(f) (with respect to the Borrower) has occurred and is continuing or would result therefrom, any Restricted Subsidiary may merge or consolidate with

any other Person in order to effect an Investment permitted pursuant to Section 7.02; *provided* that the continuing or surviving Person shall be a Restricted Subsidiary of the Borrower, which together with each of their Restricted Subsidiaries, shall have complied with the requirements of Section 6.11 and Section 6.13 to the extent required pursuant to the Collateral and Guarantee Requirement; and

286. so long as no Event of Default under Section 8.01(a) or Section 8.01(f) (with respect to the Borrower) has occurred and is continuing or would result therefrom, a merger, dissolution, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 7.05 or a Restricted Payment permitted pursuant to Section 7.06.

cf. *Dispositions*. Make any Disposition, except:

287. Dispositions of obsolete, worn out, used or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Borrower or any of its Restricted Subsidiaries;

288. Dispositions of inventory, goods held for sale in the ordinary course of business and immaterial assets (other than the lapse or abandonment of IP Rights, which is governed by clause (r) of this Section 7.05) and termination of leases and licenses in the ordinary course of business, including but not limited to a voluntary or mandatory recall of any product;

289. Dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property or the proceeds of such Disposition are promptly applied to the purchase price of similar replacement property;

290. Dispositions of property to the Borrower or any Restricted Subsidiary; *provided* that if the transferor of such property is a Loan Party, the transferee thereof must be a Loan Party or if such transaction constitutes an Investment, such transaction is permitted under Section 7.02 (other than 7.02(e) or (h));

291. to the extent constituting Dispositions, transactions permitted by (i) Section 7.01 (other than (7.01(i), (l)(ii) or (q)(z)), (ii) Section 7.02 (other than 7.02(e) or (m)), (iii) Section 7.04 (other than 7.04(f)) and (iv) Section 7.06 (other than 7.06(d));

292. [reserved];

293. Dispositions of cash and Cash Equivalents;

294. leases, subleases, licenses or sublicenses (including the provision of software under an open source license or the licensing of other IP Rights) and terminations thereof, in each case in the ordinary course of business and which do not, in the reasonable business judgment of the Borrower, materially interfere with the business of the Borrower and its Restricted Subsidiaries (taken as a whole) and Dispositions of IP Rights, and inbound and outbound licenses to IP Rights, in each case in the ordinary course of business and that, in the reasonable business judgment of the Borrower, do not interfere in any material respect with the business of the Borrower and its Restricted Subsidiaries (taken as a whole), including, in each case of clauses (i) and (ii), the granting of licenses or sublicenses of any IP Rights to any Professional Corporation pursuant to or in connection with an Administrative Services Agreement;

295. transfers of property subject to Casualty Events;

296. Dispositions of property (including sale-leaseback transactions); *provided* that with respect to any Disposition pursuant to this Section 7.05(j), for a purchase price in an aggregate amount in excess of the greater of \$15,000,000 and 10% of Consolidated EBITDA as of the last day of the most recently ended Test Period individually (and the greater of \$30,00,000 and 20% of Consolidated EBITDA as of the last day of the most recently ended Test Period in the aggregate for any fiscal year when taken together with any Dispositions that were excluded in such fiscal year, which amounts if not used in any fiscal year may be carried forward to the subsequent fiscal year) of the Borrower, the Borrower or any of its Restricted Subsidiaries shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (in each case, free and clear of all Liens at the time received, other than Permitted Liens); *provided, however*, that for the purposes of this clause (ii), the following shall be deemed to be cash: any liabilities (as shown on the Borrower's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and all of its Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, any securities received by the Borrower or the applicable Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, and aggregate non-cash consideration received by the Borrower or the applicable Restricted Subsidiary having a fair market value (determined as of the closing of the applicable Disposition for which such non-cash consideration is received) not to exceed the greater of \$25,000,000 and 15% of Consolidated EBITDA as of the last day of the most recently ended Test Period at any time; and such Disposition is for fair market value as reasonably determined by the Borrower in good faith;

297. Dispositions of non-core assets (including in connection with Permitted Acquisitions or other Investments);

298. Dispositions or discounts without recourse of accounts receivable in connection with the compromise or collection thereof in the ordinary course of business;

299. Dispositions of property pursuant to sale-leaseback transactions; *provided* that to the extent the aggregate Net Proceeds from all such Dispositions since the Closing Date exceeds the greater of \$25,000,000 and 15% of Consolidated EBITDA as of the last day of the most recently ended Test Period, such excess shall be reinvested in accordance with the definition of "Net Proceeds" or otherwise applied to prepay Loans in accordance with Section 2.05(b)(ii);

300. any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater value or usefulness to the business of the Borrower and its Subsidiaries as a whole, as determined in good faith by the management of the Borrower;

301. any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

302. Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

303. the unwinding or settling of any Swap Contract;

304. the lapse or abandonment in the ordinary course of business of any registrations or applications for registration of any IP Rights that are not material to the conduct of the business of the Loan Parties as currently conducted;

305. other Dispositions in an aggregate amount since the Closing Date of not more than the greater of \$15,000,000 and 10% of Consolidated EBITDA as of the last day of the most recently ended Test Period; and

306. Dispositions in connection with Permitted Reorganizations;

provided that any Disposition of any property pursuant to this Section 7.05 (except pursuant to Sections 7.05(a), (d), (e), (h), (i), (l), (p), (q), (r) and (s) and except for Dispositions from a Loan Party to any other Loan Party) shall be for no less than the fair market value of such property at the time of such Disposition as determined by the Borrower in good faith. To the extent any Collateral is Disposed of as permitted by this Section 7.05 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect or evidence the foregoing.

cg. *Restricted Payments.* Make, directly or indirectly, any Restricted Payment, except:

307. each Restricted Subsidiary of the Borrower may make Restricted Payments to the Borrower and other Restricted Subsidiaries of the Borrower (and, in the case of a Restricted Payment by a non-wholly-owned Restricted Subsidiary, to the Borrower and any other Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests);

308. the Borrower and each Restricted Subsidiary may declare and make dividend payments or other Restricted Payments payable solely in the Equity Interests (other than Disqualified Equity Interests not otherwise permitted by Section 7.03) of such Person (and, in the case of such a Restricted Payment by a non-wholly owned Restricted Subsidiary, the Borrower and any Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests);

309. Restricted Payments made in respect of earn-outs, working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other permitted Investments and in order to satisfy indemnity and other similar obligations in respect of any Permitted Acquisitions;

310. to the extent constituting Restricted Payments, the Borrower (or any direct or indirect parent thereof, including the Public Parent) and its Restricted Subsidiaries may enter into and consummate transactions permitted by, and make any distributions pursuant to, any provision

of Section 6.17, 7.02 (other than 7.02(e) and 7.02(m)), 7.04 (other than 7.04(f)) or 7.05 (other than 7.05(e)(iv) and 7.05(g));

311. repurchases of Equity Interests in Holdings or any direct or indirect parent thereof (including the Public Parent), Holdings, or any Restricted Subsidiary of the Borrower deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

312. Borrower and each Restricted Subsidiary may pay (or make Restricted Payments to allow the Borrower or any direct or indirect parent thereof, including the Public Parent, to pay) for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of such Restricted Subsidiary (or of the Borrower or any other such direct or indirect parent thereof, including the Public Parent) held by any future, present or former employee, officer, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of such Restricted Subsidiary (or the Borrower or any other direct or indirect parent thereof, including the Public Parent) or any of its Subsidiaries or make Restricted Payments in the form of distributions to allow the Borrower or any direct or indirect parent of Holdings (including the Public Parent) to pay principal or interest on promissory notes that were issued to any future, present or former employee, officer, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of such Restricted Subsidiary (or Holdings or any other direct or indirect parent thereof, including the Public Parent) in lieu of cash payments for the repurchase, retirement or other acquisition or retirement for value of such Equity Interests held by such Persons, in each case, upon the death, disability, retirement or termination of employment of any such Person or pursuant to any employee, manager or director equity plan, employee, manager or director stock option plan or any other employee, manager or director benefit plan or any agreement (including any stock subscription or shareholder agreement) with any employee, director, officer or consultant of such Restricted Subsidiary (or Holdings or any other direct or indirect parent thereof, including the Public Parent) or any of its Restricted Subsidiaries; *provided* that the aggregate amount of Restricted Payments made pursuant to this Section 7.06(f) together with the aggregate amount of loans and advances to Holdings made pursuant to Section 7.02(m) in lieu of Restricted Payments permitted by this Section 7.06(f) shall not exceed the greater of \$45,000,000 and 30% of Consolidated EBITDA as of the last day of the most recently ended Test Period in any fiscal year (minus any utilization of the Available RP Capacity Amount in reliance on unused capacity under this clause (f)), which amounts if not used in any fiscal year may be carried forward to the subsequent fiscal year; *provided, further*, that such amount in any fiscal year may further be increased by an amount not to exceed the Net Proceeds of key man life insurance policies received by the Borrower or its Restricted Subsidiaries less the amount of Restricted Payments previously made with the cash proceeds of such key man life insurance policies; *provided* that such proceeds are used solely to repurchase Equity Interests held by the employee (or any of his or her successors or assigns, including any family trusts) that is the subject of such key man life insurance; *provided, further*, that cancellation of Indebtedness owing to the Borrower from members of management of (i) the Borrower, (ii) any of the Borrower's direct or indirect parent companies (including the Public Parent) or (iii) any of Holdings' Restricted Subsidiaries, in each case in connection with the repurchase of Equity Interests of any of the Borrower's direct or indirect parent companies (including the Public Parent) will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of this Agreement to the extent such Indebtedness was

incurred to finance the purchase of such Equity Interests by such members of management and the cash proceeds of such Indebtedness were paid to a Loan Party;

313. the Borrower may make Restricted Payments in an aggregate amount not to exceed the greater of \$55,000,000 and 35% of Consolidated EBITDA as of the last day of the most recently ended Test Period (minus any utilization of the Available RP Capacity Amount in reliance on unused capacity under this clause (g));

314. the Borrower may make Restricted Payments to Holdings or any direct or indirect parent of Holdings (including the Public Parent):

lxxv. to pay its operating costs and expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties), incurred in the ordinary course of business and attributable to the ownership or operations of the Borrower and its Restricted Subsidiaries (and, to the extent permitted below, Unrestricted Subsidiaries), Transaction Expenses and any indemnification claims made by directors or officers of such parent in each case attributable to the ownership or operations of the Borrower and its Restricted Subsidiaries (and, to the extent permitted below, Unrestricted Subsidiaries); provided that, the amount of such Restricted Payments made in respect of an Unrestricted Subsidiary will be permitted only to the extent that cash distributions or dividends were made by such Unrestricted Subsidiary to the Borrower or a Restricted Subsidiary to cover such amount or the amount of such payment is treated by the Borrower or a Restricted Subsidiary as an Investment in such Unrestricted Subsidiary and such Investment is permitted under Section 7.02 at such time;

lxxvi. the proceeds of which shall be used to pay (or make Restricted Payments to allow any direct or indirect parent thereof (including the Public Parent) to pay) franchise taxes and other fees, taxes and expenses, in each case, required to maintain its (or any of its direct or indirect parents', including the Public Parent's) corporate or limited liability company existence;

lxxvii. for any taxable period in which the Borrower and Holdings each is treated as a pass-through or disregarded entity for U.S. and/or applicable state, local or foreign income tax purposes, so that Holdings or any direct or indirect parent of Holdings (including Cure TopCo, LLC) may make the tax distributions required by Holdings' or such parent's limited liability company (or similar) agreement (as such agreement was in effect on the Closing Date), excluding in each case any tax or required distribution determined by reference to activities of any Person other than Holdings or a Subsidiary of Holdings or to the income of any Person that is unrelated to the activities of Holdings or a Subsidiary of Holdings;

lxxviii. to finance any Investment that would be permitted to be made pursuant to Section 7.02 if Holdings or such parent (including the Public Parent) were subject to such Sections as a Loan Party; *provided* that such Restricted Payment shall be made substantially concurrently with the closing of such Investment, such parent (including the Public Parent) shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or the Restricted Subsidiaries that are Loan Parties or (2) the merger (to the extent permitted in

Section 7.04) of the Person formed or acquired into the Borrower or its Restricted Subsidiaries (with the Borrower or the applicable Restricted Subsidiary that is a Loan Party being the surviving or continuing entity) in order to consummate such Permitted Acquisition or Investment, in each case, in accordance with the requirements of Section 6.11 and such contribution shall constitute an Investment by the Borrower or the applicable Restricted Subsidiaries, as the case may be, at the date of such contribution or merger, as applicable, in an amount equal to the amount of such Restricted Payment;

lxxix. the proceeds of which shall be used to pay customary salary, bonus and other benefits payable to officers and employees of Holdings or any direct or indirect parent company of Holdings (including the Public Parent) to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries (and, to the extent permitted below, Unrestricted Subsidiaries) or shall be used to make payments permitted under Sections 6.17(c), (e) and (i) (but only to the extent such payments have not been and are not expected to be made by Holdings or a Restricted Subsidiary); provided that, the amount of such Restricted Payments made in respect of an Unrestricted Subsidiary will be permitted only to the extent that cash distributions or dividends were made by such Unrestricted Subsidiary to the Borrower or a Restricted Subsidiary to cover such amount or the amount of such payment is treated by the Borrower or a Restricted Subsidiary as an Investment in such Unrestricted Subsidiary and such Investment is permitted under Section 7.02 at such time;

lxxx. the proceeds of which shall be used by Holdings to pay (or to make Restricted Payments to allow any direct or indirect parent thereof, including the Public Parent, to pay) (x) customary and reasonable fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering by Holdings (or any direct or indirect parent of Holdings, including the Public Parent) and (y) any Public Company Costs; and

lxxxi. for any taxable period in which the Borrower and, if applicable, any of its Subsidiaries is a member of a consolidated, combined or similar income tax group of which a direct or indirect parent of the Borrower (including the Public Parent) is the common parent (a “**Tax Group**”), to pay federal, foreign, state and local income taxes of such Tax Group that are attributable to the taxable income of the Borrower and/or its Subsidiaries; provided that, for each taxable period, the amount of such payments made in respect of such taxable period in the aggregate shall not exceed the amount that the Borrower and its Subsidiaries would have been required to pay as a stand-alone consolidated, combined or similar income tax group;

lxxxii. the proceeds of which shall be used (or shall be expected to be used) to make payments by Holdings (or any direct or indirect parent thereof, including the Public Parent), the Borrower or any of the Restricted Subsidiaries in respect of withholding or similar Taxes payable by or with respect to any future, present or former employee, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) and any repurchases of Equity Interests in consideration of such payments including deemed repurchases in connection with the exercise of stock options; and