the Parent Borrower or any direct or indirect parent of the Parent Borrower to enable it to make any such payments or any future payments to employees of the Parent Borrower, any Restricted Subsidiary of the Parent Borrower or any direct or indirect parent of the Parent Borrower under agreements entered into in connection with the Transactions;

(9) the declaration and payment of dividends on the Parent Borrower's common Equity Interests (or the payment of dividends to any direct or indirect parent of the Parent Borrower to fund the payment by any direct or indirect parent of the Parent Borrower of dividends on such entity's common Equity Interests) of the sum of (x) up to 6.0% per annum of the cash proceeds (net of underwriting fees) received by the Parent Borrower from any public offering of Equity Interests, other than public offerings with respect to the Parent Borrower's common Equity Interests registered on Form S-4 or S-8 or successor form thereto and other than any public sale constituting Excluded Contributions *plus* (y) an aggregate amount per annum not to exceed 7.0% of Market Capitalization;

(10) Restricted Payments that are made with Excluded Contributions;

(11) so long as no Specified Event of Default shall have occurred and be continuing,

(a) Restricted Payments of the type described in clauses (1), (2) or (4) of the definition thereof in an aggregate amount not to exceed the greater of (x) $188,000,000 and (y) 100.0% of Four Quarter Consolidated EBITDA at the time of making (or at the option of the Parent Borrower, the declaration to make) such Restricted Payment, less any amounts reallocated pursuant to clause (12) of the definition of Permitted Investments;

(b) Restricted Payments of the type described in clause (3) of the definition thereof in an aggregate amount not to exceed the greater of (x) $188,000,000 and (y) 100.0% of Four Quarter Consolidated EBITDA at the time of making (or at the option of the Parent Borrower, the declaration to make) such Restricted Payment, less any amounts reallocated pursuant to clause (12) of the definition of Permitted Investments;

(12) Restricted Payments constituting any part of a Permitted Tax Reorganization;

(13) for so long as the Parent Borrower or any of its Subsidiaries are members of a group filing a consolidated, combined, affiliated or unitary income tax return with the Parent Borrower, Restricted Payments, directly or indirectly, to the Parent Borrower in amounts required for the Parent Borrower to pay federal, foreign, state and local income Taxes (and franchise or other similar Taxes imposed in lieu of income Taxes) imposed on such entity to the extent such Taxes are attributable to the Parent Borrower and its Subsidiaries; *provided*, *however*, that (A) the amount of such payments does not, in the aggregate, exceed the amount that the Parent Borrower and its Subsidiaries that are members of such consolidated, combined, affiliated or unitary group would have been required to pay in respect of such Taxes in respect of such year if the Parent Borrower and its Subsidiaries paid such Taxes directly on a separate company basis or as a standalone consolidated, combined affiliated or unitary income (or similar)

tax group (reduced by any such Taxes paid directly by the Parent Borrower or any Restricted Subsidiary to the relevant taxing authority for such tax year) and (B) the cash distribution made pursuant to this clause (13) in respect of any Taxes attributable to any Unrestricted Subsidiaries of the Parent Borrower may be made only to the extent that any such Unrestricted Subsidiaries have made cash payments for such purposes to any Borrower Party;

(14) the declaration and payment of dividends, other distributions or other amounts by any Restricted Subsidiary to any other Restricted Subsidiary for the purpose of making dividends, other distributions or other amounts to the Parent Borrower, and the declaration and payment of such amounts to the Parent Borrower;

(15) (i) repurchases of Equity Interests of the Parent 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, (ii) payments made or expected to be made by any Borrower Party in respect of withholding or similar taxes payable or expected to be payable by any future, present or former director, officer, employee, manager, consultant or independent contractor of the Parent Borrower or any Subsidiary of the Parent Borrower (or their respective Affiliates, estates or immediate family members) in connection with the exercise of stock options or the grant, vesting or delivery of Equity Interests of the Parent Borrower and (iii) loans or advances to officers, directors, employees, managers, consultants and independent contractors of the Parent Borrower or any Subsidiary of the Parent Borrower in connection with such Person's purchase of Equity Interests of the Parent Borrower; *provided* that no cash is actually advanced pursuant to this subclause (iii) other than to pay taxes due in connection with such purchase, unless immediately repaid;

(16) purchases of receivables pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Factoring or Qualified Receivables Financing and the payment or distribution of Receivables Fees;

(17) payments or distributions to satisfy dissenters' rights, pursuant to or in connection with a consolidation, merger, amalgamation or transfer of assets that complies with the provisions of this Agreement;

(18) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to any Borrower Party by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries the primary assets of which are cash and/or Cash Equivalents);

(19) the payment of cash in lieu of the issuance of fractional shares of Equity Interests in connection with any merger, consolidation, amalgamation or other business combination, or in connection with any dividend, distribution or split of or upon exercise, conversion or exchange of Equity Interests, warrants, options or other securities exercisable or convertible into, Equity Interests of the Parent Borrower;

(20) [reserved];

(21) the making of payments, directly or indirectly (i) [reserved] or (ii) to or on behalf of the Sponsor for any other financial advisory, financing, underwriting or placement services or in respect of other investment banking

activities, including, without limitation, in connection with acquisitions or divestitures, including in connection with the consummation of the Transactions, which payments in the case of clause (ii) are (x) made pursuant to agreements with the Sponsor or (y) approved in respect of such activities by a majority of the Board of Directors of the Parent Borrower in good faith;

(22)

(a) any Restricted Payment of the type described in clause (1) or (2) of the definition thereof, so long as immediately after giving effect to the making of such Restricted Payment on a Pro Forma Basis, (i) no Specified Event of Default has occurred and is continuing and (ii) the Consolidated Total Net Leverage Ratio is less than or equal to 6.25:1.00;

(b) any Restricted Payment of the type described in clause (3) of the definition thereof, so long as immediately after giving effect to the making of such Restricted Payment on a Pro Forma Basis, (i) no Specified Event of Default has occurred and is continuing and (ii) the Consolidated Total Net Leverage Ratio is less than or equal to 6.25:1.00; and

(c) any Restricted Payment of the type described in clause (4) of the definition thereof, so long as immediately after giving effect to the making of such Restricted Payment on a Pro Forma Basis, (i) no Specified Event of Default has occurred and is continuing and (ii) the Consolidated Total Net Leverage Ratio is less than or equal to 7.00:1.00;

(23) [reserved];

(24) any Restricted Payment made with any Leverage Excess Proceeds, so long as immediately after giving effect to the making of such Restricted Payments on a Pro Forma Basis no Specified Event of Default has occurred and is continuing; and

(25) any payment that is intended to prevent any Indebtedness from being treated as an "applicable high yield discount obligation" within the meaning of Section 163(i)(1) of the Code.

For purposes of clauses (13) above, taxes shall include all interest and penalties with respect thereto and all additions thereto.

As of the Closing Date, all of the Parent Borrower's Subsidiaries will be Restricted Subsidiaries. The Parent Borrower will not permit any Restricted Subsidiary to become an Unrestricted Subsidiary, or any Unrestricted Subsidiary to become a Restricted Subsidiary, except pursuant to the definition of "Unrestricted Subsidiary" and in accordance with Section 6.18. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in this Agreement.

Notwithstanding anything to the contrary, none of the Borrower Parties shall transfer (including by way of an exclusive license) any Material IP to an Unrestricted Subsidiary (or in the case of any Material IP owned by any Loan Party to any Non-Loan Party); *provided* that the foregoing shall not restrict any Borrower Party from entering into any non-exclusive license of Material IP in the ordinary course of business.

For purposes of this Section 7.05, if any Investment or Restricted Payment (or a portion thereof) would be permitted pursuant to one or more provisions described above and/or one or more of the exceptions contained in the definition of "Permitted Investments," the Parent Borrower may divide and classify such Investment or Restricted Payment (or a portion thereof) in any manner that complies with this Section 7.05 and may later divide and reclassify any such Investment or Restricted Payment so long as the Investment or Restricted Payment (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

Section 7.06 Burdensome Agreements. Permit any of its Restricted Subsidiaries to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(a) (i) pay dividends or make any other distributions to any Loan Party on its Capital Stock; or (ii) pay any Indebtedness owed to any Loan Party;

(b) make loans or advances to any Loan Party; or

(c) create, incur, assume or suffer to exist Liens on the Collateral of such Person for the benefit of the Lenders with respect to the Facilities and the Obligations or under the Loan Documents.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions of any Borrower Party in effect on the Closing Date, including pursuant to this Agreement and the other Loan Documents, related Swap Contracts and Indebtedness permitted pursuant to Section 7.01(c);

(2) [reserved];

(3) applicable law or any applicable rule, regulation or order;

(4) any agreement or other instrument of a Person acquired by or merged, amalgamated or consolidated with or into any Borrower Party or an Unrestricted Subsidiary that is designated a Restricted Subsidiary that was in existence at the time of such acquisition (or at the time it merges with or into any Borrower Party or assumed in connection with the acquisition of assets from such Person (but, in each case, not created in contemplation thereof)), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired or designated; *provided* that in connection with a merger, amalgamation or consolidation under this clause (4), if a Person other than any Borrower Party is the successor company with respect to such merger, amalgamation or consolidation, any agreement or instrument of such Person or any Subsidiary of such Person, shall be deemed acquired or assumed, as the case may be, by any Borrower Party, as the case may be, at the time of such merger, amalgamation or consolidation;

(5) customary encumbrances or restrictions contained in contracts or agreements for the sale of assets applicable to such assets pending consummation of such sale, including customary restrictions with respect to a Restricted

Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary;

(6) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(7) customary provisions in operating or other similar agreements, asset sale agreements and stock sale agreements entered into in connection with the entering into of such transaction, which limitation is applicable only to the assets that are the subject of those agreements;

(8) purchase money obligations for property acquired and Capitalized Lease Obligations, to the extent such obligations impose restrictions of the nature discussed in clause (c) in the first paragraph of this Section 7.06 on the property so acquired;

(9) customary provisions contained in leases, sub-leases, licenses, sublicenses, contracts and other similar agreements entered into in the ordinary course of business to the extent such obligations impose restrictions of the type described in clause (c) in the first paragraph of this Section 7.06 on the property subject to such lease;

(10) any encumbrance or restriction effected in connection with a Qualified Receivables Factoring or Qualified Receivables Financing that, in the good faith determination of the Parent Borrower, is necessary or advisable to effect such Qualified Receivables Factoring or Qualified Receivables Financing, as applicable;

(11) any encumbrance or restriction contained in other Indebtedness, Disqualified Stock or Preferred Stock of any Borrower Party that is Incurred subsequent to the Closing Date pursuant to Section 7.01, *provided* that (i) such encumbrances and restrictions contained in any agreement or instrument will not materially affect the Borrowers' ability to make anticipated principal or interest payments under this Agreement (as determined by the Parent Borrower in good faith) or (ii) such encumbrances and restrictions contained in any agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in this Agreement (as determined by the Parent Borrower in good faith);

(12) any encumbrance or restriction contained in secured Indebtedness otherwise permitted to be Incurred pursuant to Sections 7.01 and 7.02 to the extent limiting the right of the debtor to dispose of the assets securing such Indebtedness;

(13) any encumbrance or restriction arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, (x) detract from the value of the property or assets of any Borrower Party in any manner material to any Borrower Party or (y) materially affect the Borrowers' ability to make future principal or interest payments under this Agreement, in each case, as determined by the Parent Borrower in good faith;

(14) customary provisions in joint venture agreements or arrangements and other similar agreements or arrangements relating solely to the applicable joint venture;

(15) any licenses, sublicenses or cross-licenses constituting Permitted Liens; and

(16) any encumbrances or restrictions of the type referred to in Section 7.06(a), (b) and (c) imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in the immediately preceding clauses (1) through (15) above; *provided* that such encumbrances and restrictions contained in any such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing are, in the good faith judgment of the Parent Borrower, not materially more restrictive, taken as a whole, than the encumbrances and restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 7.06, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to any Borrower Party to other Indebtedness Incurred by any such Borrower Party shall not be deemed a restriction on the ability to make loans or advances.

Section 7.07 Transactions with Affiliates.

(a) The Borrowers will not, and will not permit any of their respective Restricted Subsidiaries to make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Parent Borrower involving aggregate consideration in excess of the greater of (x) 19,000,000 and (y) 10.0% of Four Quarter Consolidated EBITDA (measured at the time such transaction is entered into (or, at the option of the Parent Borrower, committed to be entered into)) (each of the foregoing, an "**Affiliate Transaction**"), unless:

(i) such Affiliate Transaction is on terms (taken as a whole) that are not materially less favorable to the relevant Borrower Party than those that could have been obtained in a comparable transaction by such Borrower Party with an unrelated Person on an arm's length basis (as determined in good faith by the senior management or the Board of Directors of the Parent Borrower); and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of the greater of (x) $84,600,000 and (y) 45% of Four Quarter Consolidated EBITDA (measured at the time such transaction is entered into (or, at the option of the Parent Borrower, committed to be entered into)), the Parent Borrower delivers to the Administrative Agent a resolution adopted in good faith by the majority of the Board of Directors of the Parent Borrower approving such Affiliate Transaction, together with a certificate signed by a Responsible Officer of the Parent Borrower certifying that the Board of Directors of the Parent Borrower determined or resolved that such Affiliate Transaction complies with Section 7.07(a)(i).

(b) The foregoing provisions will not apply to the following:

(1) (a) transactions between or among the Parent Borrower and/or any of its Restricted Subsidiaries (or an entity that becomes a Restricted Subsidiary as a result of such transaction) and (b) any merger, amalgamation or consolidation of any Borrower;

(2) (a) Restricted Payments permitted by Section 7.05 and (b) Permitted Investments (other than Permitted Investments under clause (13) of the definition thereof);

(3) transactions in which any Borrower Party, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to such Borrower Party from a financial point of view or meets the requirements of Section 7.07(a)(i);

(4) payments, loans, advances or guarantees (or cancellation of loans, advances or guarantees) to employees, officers, directors, managers, consultants or independent contractors for bona fide business purposes or in the ordinary course of business;

(5) any agreement or arrangement as in effect as of the Closing Date or as thereafter amended, supplemented or replaced (so long as such amendment, supplement or replacement agreement or arrangement is not materially disadvantageous (as determined in good faith by the senior management or the Board of Directors of the Parent Borrower) to the Lenders when taken as a whole as compared to the original agreement or arrangement as in effect on the Closing Date) or any transaction or payments contemplated thereby;

(6) [reserved];

(7) the existence of, or the performance by any Borrower Party of its obligations under the terms of any stockholders or similar agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Closing Date or in connection with the Transactions or any acquisition, Investment, similar transactions, arrangements or agreements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by any Borrower Party of its obligations under, any future amendment to any such existing transaction, arrangement or agreement or under any similar transaction, arrangement or agreement entered into after the Closing Date shall only be permitted by this clause (7) to the extent that the terms of any such existing transaction, arrangement or agreement, together with all amendments thereto, taken as a whole, or new transaction, arrangement or agreement are not otherwise materially disadvantageous (as determined in good faith by the senior management or the Board of Directors of the Parent Borrower) to the Lenders, in any material respect when taken as a whole as compared with the original transaction, arrangement or agreement as in effect on the Closing Date or entered into in connection with the Transactions;

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Borrower Parties or are on terms at least as favorable (as determined in good faith by the

senior management or the Board of Directors of the Parent Borrower) as might reasonably have been obtained at such time from an unaffiliated party;

(9) any transaction effected as part of a Qualified Receivables Financing or a Qualified Receivables Factoring;

(10) [reserved];

(11) payments by any Borrower Party to or on behalf of the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including, without limitation, in connection with acquisitions or divestitures, which payments are (x) made pursuant to agreements with the Sponsor or (y) approved by a majority of the Board of Directors of the Parent Borrower in good faith or a majority of the disinterested members of the Board of Directors of the Parent Borrower in good faith;

(12) [reserved];

(13) any transaction with a Person (other than an Unrestricted Subsidiary) that would constitute an Affiliate Transaction solely because any Borrower Party owns an Equity Interest in or otherwise controls such Person; *provided* that no Affiliate of the Parent Borrower or any of its Subsidiaries (other than any Borrower Party) shall have a beneficial interest or otherwise participate in such Person;

(14) transactions between any Borrower Party and any Person that would constitute an Affiliate Transaction solely because such Person is a director or such Person has a director who is also a director of the Parent Borrower; *provided*, *however*, that such director abstains from voting as a director of the Parent Borrower, on any matter involving such other Person;

(15) the entering into of any tax sharing agreement or arrangement and any payments pursuant thereto, in each case to the extent permitted by clause (13) of the second paragraph under Section 7.05;

(16) transactions to effect the Transactions, and the payment of all transaction, underwriting, commitment and other fees and expenses related to the Transactions (including the Transaction Costs);

(17) pledges of Equity Interests of Unrestricted Subsidiaries;

(18) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Parent Borrower or of a Restricted Subsidiary, as appropriate, in good faith;

(19) (i) any employment, consulting, service or termination agreement, or customary indemnification arrangements, entered into by any Borrower Party with current, former or future officers, directors, employees, managers, consultants and independent contractors of any Borrower Party, (ii) any subscription agreement or

similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with current, former or future officers, directors, employees, managers, consultants and independent contractors of any Borrower Party and (iii) any payment of compensation or other employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers officers, directors, employees, managers, consultants and independent contractors of any Borrower Party (including amounts paid pursuant to any management equity plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, stock option or similar plans and any successor plan thereto and any supplemental executive retirement benefit plans or arrangements), in each case in the ordinary course of business or as otherwise approved in good faith by the Board of Directors of the Parent Borrower or of a Restricted Subsidiary;

(20) investments by Affiliates in Indebtedness or Preferred Stock of the Parent Borrower or any of its Subsidiaries and transactions with Affiliates solely in their capacity as holders of Indebtedness or Preferred Stock of the Parent Borrower or any of its Subsidiaries, so long as such transaction is with all holders of such class (and there are such non-Affiliate holders) and such Affiliates are treated no more favorably than all other holders of such class generally;

(21) the existence of, or the performance by any Borrower Party of their obligations under the terms of, any registration rights agreement or shareholder's agreement to which they are a party or become a party in the future;

(22) [reserved];

(23) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business;

(24) any lease entered into between any Borrower Party, as lessee, and any Affiliate of the Parent Borrower, as lessor, in the ordinary course of business;

(25) (i) intellectual property licenses or sublicenses and (ii) intercompany intellectual property licenses or sublicenses and research and development agreements in the ordinary course of business;

(26) transactions pursuant to, and complying with, Section 7.01 (to the extent such transaction complies with Section 7.07(a)) or Section 7.03;

(27) intercompany transactions undertaken in good faith for the purpose of improving the tax efficiency of the Borrower Parties and not for the purpose of circumventing any covenant set forth herein; or

(28) transactions and activities necessary or advisable to effectuate a Permitted Tax Reorganization.

Section 7.08 Financial Covenant. Solely with respect to the Revolving Credit Facility, as of the last day of each fiscal quarter of the Parent Borrower (commencing with the fiscal quarter ending June 30, 2022) and only if the aggregate principal amount of Total Revolving Credit Outstandings as of the end of

the last day of such fiscal quarter (excluding (A) Letters of Credit whether or not Cash Collateralized and (B) for the first four full fiscal quarters to commence after the Closing Date, any Revolving Credit Loans borrowed on the Closing Date) exceeds 35.0% of the aggregate amount of all Revolving Credit Commitments in effect as of such date (a "**Covenant Triggering Event**"), permit the Consolidated First Lien Net Leverage Ratio, as of the last day of such fiscal quarter of the Parent Borrower, to be greater than 6.25:1.00 (the "**Financial Covenant**"); *provided*, that upon the consummation of any Levering Transaction, the Parent Borrower may deliver a certificate to the Administrative Agent setting forth a revised Financial Covenant level (as so revised and based on good faith calculations, the "**Revised Covenant Level**"), which Revised Covenant Level shall represent a percentage increase over the Consolidated First Lien Net Leverage Ratio on a *pro forma* basis immediately after giving effect to such Levering Transaction, in an amount equal to 35.0% (the "**Agreed Leverage Cushion**"); *provided, further* that in no event shall the Revised Covenant Level provide for a Consolidated First Lien Net Leverage Ratio in excess of 7.75:1.00; *provided, further* that for purposes of setting such Revised Covenant Level, but not with respect to testing actual compliance therewith, cash proceeds of any Indebtedness incurred with such Levering Transaction shall be disregarded in the calculation of the Consolidated First Lien Net Leverage Ratio. Notwithstanding anything in this Agreement to the contrary, such Revised Covenant Levels shall be deemed to automatically amend and replace the covenant levels existing prior to such Levering Transaction within five (5) Business Days after delivery of such certificate to the Administrative Agent; provided that, if the Administrative Agent notifies the Borrowers within such five (5) Business Day period that, in the Administrative Agent's reasonable judgment, the Revised Covenant Level do not accurately reflect the Agreed Leverage Cushion after taking into account the Consolidated First Lien Net Leverage Ratio following the Levering Transaction, then the Administrative Agent and the Borrowers shall negotiate in good faith to set such Revised Covenant Levels at the Agreed Leverage Cushion. For the avoidance of doubt, the Administrative Agent shall promptly provide the Lenders with the Revised Covenant Levels once such Revised Covenant Levels have been finalized. After the occurrence of a Covenant Triggering Event, the Consolidated First Lien Net Leverage Ratio shall continue to be tested on the last day of each fiscal quarter until the Total Revolving Credit Outstandings (calculated in the same manner as the prior sentence) is equal to or less than 35.0% of the amount of the Revolving Credit Commitments (the "**Testing Threshold**"), in which case, such Covenant Triggering Event shall no longer be deemed to be continuing for purposes of this Agreement. Notwithstanding the foregoing, to the extent the Total Revolving Credit Outstandings have been reduced to an amount less than the Testing Threshold for any period for which a Compliance Certificate required to be delivered pursuant to Section 6.02(a) for such fiscal quarter has not yet been delivered, the Financial Covenant shall not be required to be tested for any such fiscal quarter.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Any of the following shall constitute an "**Event of Default**":

(a) Non-Payment. The Borrowers or any other Loan Party fails to pay (i) when due and as required to be paid herein, any amount of principal of any Loan, or (ii) within five Business Days after the same becomes due and payable, any interest on any Loan or on any L/C Obligation, any fee due hereunder, or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. The Borrowers or any other Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.05(a) (solely with respect to the existence of the Borrowers) or 6.03(a) or in any Section of Article VII (subject to, in the case of the Financial Covenant, the cure rights contained in Section 8.03 and the proviso at the end of this clause (b)),; *provided*, that a Default or Event of Default under Section 7.08 (a "**Financial Covenant Event of Default**") shall not constitute an Event of Default with respect to any Term Facility or any Specified Refinancing Debt (unless