

matured, (c) such Person has not incurred, does not intend to, and does not believe that it will, incur debts or liabilities (subordinated, contingent or otherwise) beyond such Person's ability to pay such debts and liabilities as they become due (whether at maturity or otherwise) and (d) such Person does not have unreasonably small capital with which to conduct the businesses in which it is engaged as such businesses are now conducted and are proposed to be conducted. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Incremental Term Commitments" has the meaning specified in Section 2.21.

"Specified Incremental Term Facility" means, at any time, the aggregate principal amount of any Specified Incremental Term Loans outstanding at such time.

"Specified Incremental Term Loans" has the meaning specified in Section 2.21.

"Specified Refinancing Debt" has the meaning given to such term in Section 2.19(a).

"Specified Representations" means the representations and warranties set forth in Sections 4.01(a) (with respect to the organizational existence of the Loan Parties only), 4.02, 4.03(b) (solely as it relates to the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party), 4.05, 4.08, 4.09, 4.11, 4.16(b) (excluding reference to "anti-terrorism"), 4.16(c)(i) and 4.18.

"Specified Transactions" means (a) the Transactions and (b)(i) any Investment that results in a Person becoming a Restricted Subsidiary, (ii) any Permitted Acquisition, or any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person, whether by merger, consolidation, amalgamation or otherwise, (iii) any Disposition that results in a Restricted Subsidiary ceasing to be a Restricted Subsidiary, (iv) any Disposition of a business unit, line of business or division of the Borrower or any of the Restricted Subsidiaries, in each case whether by merger, consolidation, amalgamation or otherwise, (v) any designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary, (vi) any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the Ordinary Course of Business for working capital purposes) and (vii) any other transaction, including Restricted Payments, that by the terms of this Agreement requires any financial ratio or test to be determined on a "pro forma basis" or to be given "pro forma effect".

"Subject Proceeds" has the meaning assigned to such term in Section 2.10(b)(iv).

"Subsidiary" means any subsidiary of the Borrower.

"subsidiary" of any Person means any corporation, partnership, joint venture, limited liability company, or other business entity of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) or (b) the interest in Equity Interests of such partnership, joint venture, limited liability company or entity.

"Subsidiary Guarantors" means each Domestic Restricted Subsidiary listed on Schedule II (such Domestic Restricted Subsidiaries not to include any Excluded Subsidiary) and each other Domestic Restricted Subsidiary that is or becomes a party to any of the Security and Guarantee

Documents (such Domestic Restricted Subsidiaries not to include any Excluded Subsidiary), unless and until released as a Subsidiary Guarantor pursuant to the terms hereof or of the Security and Guarantee Documents.

“Supported QFC” has the meaning assigned to such term in Section 9.21.

“Swap” has the meaning assigned to such term in Section 1a(47) of the Commodity Exchange Act.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Borrowing” means a portion of the Term Loans (as to which each Term Lender has a ratable part) that (a) bears interest by reference to the Base Rate or (b) bears interest by reference to the Eurocurrency Rate and has a single Interest Period.

“Term Commitment” means, as to any Lender, the Dollar amount set forth opposite such Lender’s name on Schedule I hereto as such Lender’s “Term Commitment”.

“Term Facility” means, at any time, the aggregate principal amount of the Term Loans outstanding at such time.

“Term Lender” means, at any time, any Lender with a Term Commitment or an outstanding Term Loan at such time.

“Term Loan” means an advance by a Term Lender to the Borrower under the Term Facility and refers to a Base Rate Loan or a Eurocurrency Rate Loan (each of which shall be a “Type” of Term Loan). Unless the context shall otherwise require, “Term Loans” shall include any Incremental Term Loans (other than Specified Incremental Term Loans), Specified Refinancing Debt and Extended Term Loans. The aggregate principal amount of Term Loans as of the Closing Date is \$500.0 million.

“Term Loan Extension Request” has the meaning given to such term in Section 2.20(a).

“Term Loan Extension Series” has the meaning given to such term in Section 2.20(a).

“Term Loan Maturity Date” means (I) except as otherwise provided in clause (II) below, the seventh anniversary of the Closing Date or (II) solely with respect to any applicable Extended Term Loans, the final maturity date applicable thereto as specified in the applicable Term Loan Extension Request accepted by the respective Lender or Lenders.

“Term SOFR” has the meaning assigned to such term in Section 2.08.

“Test Period” means, on any date of determination, the period of four consecutive full fiscal quarters of the Borrower most recently ended on or prior to such date of determination for which financial statements have been delivered pursuant to Section 5.07(a) or (b).

“Title Company” has the meaning specified in the definition of “Real Estate Collateral Requirements.”

“Total Assets” means the total assets of the Borrower and the Restricted Subsidiaries, as shown on a Consolidated balance sheet of the Borrower and its Restricted Subsidiaries for the most recently completed fiscal quarter for which financial statements have been delivered pursuant to Section 5.07(a) or (b), as applicable (after taking into account the adjustments required to remove the effects of any Unrestricted Subsidiaries pursuant to Section 5.07).

“Total Senior Secured Debt” means, at any time and without duplication, the aggregate amount of the total Funded Debt of the Borrower and the Restricted Subsidiaries that is, as of such time (a) secured by a Lien on any asset or property of the Borrower or any of the Restricted Subsidiaries and (b) not expressly subordinated in right of payment and performance to the Obligations.

“Transactions” means collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the initial funding of the Loans hereunder, and (b) the payment of all fees, costs and expenses incurred or payable by the Borrower or any of the Restricted Subsidiaries in connection with the foregoing.

“Type”, when used in respect of any Loan or Borrowing, shall refer to the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For the purposes hereof, the term “Rate” means the Base Rate or the Eurocurrency Rate.

“UK Financial Institutions” has the meaning assigned to such term in Section 9.18.

“UK Resolution Authority” has the meaning assigned to such term in Section 9.18.

“Unadjusted Benchmark Replacement” has the meaning assigned to such term in Section 2.08.

“Unfunded Loans” means (a) with respect to the Agent, the aggregate amount, if any (i) made available to the Borrower on the assumption that each Lender has made such Lender’s share of the applicable Borrowing available to the Agent as contemplated by Section 2.02(d) and (ii) with respect to which a corresponding amount shall not in fact have been returned to the Agent by the Borrower or made available to the Agent by any such Lender.

“Uniform Commercial Code” and “UCC” have the meanings assigned to the term “Uniform Commercial Code” in the Guarantee and Collateral Agreement.

“Unrestricted Cash” means, as of any date, unrestricted cash and Cash Equivalents (other than cash and Cash Equivalents restricted in favor of the Agent) owned by the Borrower and the Restricted Subsidiaries on such date.

“Unrestricted Subsidiary” means (i) any Subsidiary designated as such in accordance with Section 6.12 and (ii) any Subsidiary of such designated Subsidiary; provided that in order to continue to qualify as an Unrestricted Subsidiary, (A) at no time shall any creditor of any such Subsidiary have any claim (whether pursuant to a guarantee, by operation of law or otherwise) against the Borrower or any Restricted Subsidiary in respect of any Indebtedness or other obligation of any such Subsidiary and (B) at no time shall the Borrower or any Restricted Subsidiary have any direct or indirect obligation to subscribe for additional Equity Interests of such Subsidiary.

“U.S. Person” means any Person that is a “United States person” as defined in Section 7701(a)(30) of the Code.

“U.S. Special Resolution Regime” has the meaning assigned to it in Section 9.21.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.14(f)(ii)(B)(iii).

“Voting Stock” means capital stock issued by a corporation, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right to vote has been suspended by the happening of such a contingency.

“Warrant Transaction” has the meaning assigned to such term in the definition of “Permitted Call Spread Hedge Agreement”.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years (and/or portion thereof) obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

“Withholding Agent” means any Loan Party and the Agent.

“Write-Down and Conversion Powers” has the meaning assigned to such term in Section 9.18.

“Yearly Limit” means the meaning assigned to such term in Section 6.05(d).

“Yield Differential” has the meaning assigned to such term in Section 2.21(b).

Section 1.02. Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including”.

Section 1.03. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles as in effect in the United States from time to time (“GAAP”); provided that (a) if there is any change in GAAP from such principles applied in the preparation of the audited financial statements of the Borrower referred to in Section 4.06 (“Initial GAAP”) that is material in respect of the calculation of compliance with any financial ratio or financial test used herein, the Borrower shall give prompt notice of such change to the Agent and the Lenders, (b) if the Borrower notifies the Agent that the Borrower requests an amendment of any provision hereof to eliminate the effect of any change in GAAP (or the application thereof) from Initial GAAP (or if the Agent or the Required Lenders request an amendment of any provision hereof for such purpose), regardless of whether such notice is given before or after such change in GAAP (or the application thereof), then the Agent and the Borrower shall negotiate in good faith to amend such ratio, basket, requirement or other provision to preserve the original intent thereof in light of such change in GAAP or the application thereof (subject to the approval of the Required Lenders not to be unreasonably

withheld, conditioned or delayed); provided, however, that such provision shall be applied on the basis of generally accepted accounting principles as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision is amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value”, as defined therein.

Section 1.04. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. It is understood and agreed that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition or Affiliate transaction under Sections 6.01, 6.05, 6.07, 6.08, 6.09(b), 6.11 and 6.13 or the definition of Permitted Lien (including, for the avoidance of doubt, with respect to the components of the Incremental Facility Amount), respectively, but may instead be permitted in part under any combination of categories available under the applicable covenant (or definition) (it being understood that compliance with each applicable section is separately required). For purposes of determining compliance at any time with Sections 6.01, 6.07, 6.08, 6.09(b), 6.11 and 6.13, in the event that any Indebtedness, Lien, Restricted Debt Payment, Investment, Disposition or Affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause (including any subclause) of such Sections 6.01, 6.07, 6.08, 6.09(b), 6.11 and 6.13 or the definition of Permitted Lien (including, for the avoidance of doubt, with respect to the components of the Incremental Facility Amount), the Borrower, in its sole discretion, may, from time to time, reclassify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category, in each case to the extent compliant therewith at the time of such reclassification.

Section 1.05. Cashless Rolls. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with Incremental Term Loans, Specified Refinancing Debt, Extended Term Loans or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a “cashless roll” by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any

