

and Swingline Loans to be held pro rata by the Lenders in accordance with the Revolving Credit Commitments under the Revolving Credit Facility (without giving effect to Section 4.15(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

#### SECTION 4.16 Extension of Maturity Date.

(a) Requests for Extension. The Borrower may, by notice to the Administrative Agent (who shall promptly notify the Lenders), at least 45 days but not more than 60 days prior to any anniversary date of the Closing Date (each, an "Anniversary Date"), request that each Lender extend such Lender's then existing Maturity Date for a period of one (1) year.

(b) Lender Elections to Extend. Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the applicable Anniversary Date and not later than the date (the "Notice Date") that is 20 days prior to the Anniversary Date, advise the Administrative Agent whether or not such Lender agrees to such extension and each Lender that determines not to so extend its Maturity Date (a "Non- Extending Lender") shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Notice Date) and any Lender that does not so advise the Administrative Agent on or before the Notice Date shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(c) Notification by Administrative Agent. The Administrative Agent shall, promptly, but in any event no later than the date fifteen (15) days prior to the Anniversary Date (or, if such date is not a Business Day, on the next preceding Business Day), notify the Borrower of each Lender's determination under this Section.

(d) Additional Commitment Lenders. The Borrower shall have the right on or before the Anniversary Date to replace each Non-Extending Lender with, and add as "Lenders" under this Agreement in place thereof, one or more Eligible Assignees (each, an "Additional Commitment Lender") as provided in Section 4.12(b), each of which Additional Commitment Lenders shall have entered into an agreement in form and substance reasonably satisfactory to the Borrower and the Administrative Agent pursuant to which such Additional Commitment Lender shall, effective as of the Anniversary Date, undertake a Revolving Credit Commitment (and, if any such Additional Commitment Lender is already a Lender, such Revolving Credit Commitment shall be in addition to such Lender's Revolving Credit Commitment hereunder immediately prior to the extension on such date).

(e) Minimum Extension Requirement. If (and only if) the total of the Revolving Credit Commitments of the Lenders that have agreed so to extend their Maturity Date (each, an "Extending Lender") and the additional Revolving Credit Commitments of the Additional Commitment Lenders shall be more than 50% of the aggregate amount of the Revolving Credit Commitments in effect immediately prior to the Anniversary Date, then, effective as of the Anniversary Date, the Maturity Date of each Extending Lender and of each Additional Commitment Lender shall be extended to the date falling one (1) year after the existing Maturity Date (except that, if such date is not a Business Day, such Maturity Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender shall thereupon become a "Lender" for all purposes of this Agreement.

(f) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Maturity Date pursuant to this Section shall not be effective with respect to any Lender unless:

(i) no Default or Event of Default shall have occurred and be continuing on the date of such extension and after giving effect thereto; and

(ii) the representations and warranties contained in this Agreement are true and correct in all material respects (except to the extent any such representation and warranty is qualified by materiality or reference to Material Adverse Effect, in which case, such representation and warranty shall be true and correct in all respects) on and as of the date of such extension and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

(g) Payments on Non-Extended Maturity. On the Maturity Date of each Non-Extending Lender, (i) the Borrower shall pay in full the principal of and interest on all of the Revolving Credit Loans made by such Non-Extending Lender to the Borrower hereunder, (ii) the Borrower shall pay in full all other amounts owing to such Non-Extending Lender hereunder and (iii) the Borrower shall prepay any Revolving Credit Loans outstanding on such date (and pay any additional amounts required pursuant to Section 4.8) to the extent necessary to keep outstanding Revolving Credit Loans ratable with any revised Revolving Credit Commitment Percentages of the respective Lenders, effective as of such date.

(h) Sustainability. In connection with any extension of the Maturity Date as contemplated by this Section 4.16, the Sustainability Table, the KPI Metric, the GHG Emissions Reductions Targets, the GHG Emissions Reductions Thresholds, the Sustainability Threshold Adjustment, the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment (and, in each case, related definitions or other related provisions) may be amended by an agreement in writing entered into by the Borrower, the Administrative Agent, the Sustainability Structuring Agent and the Required Lenders (which for this purpose shall only include each Extending Lender and any applicable Additional Commitment Lenders with respect to the applicable Maturity Date extension), so long as such amendments shall only apply with respect to the period after the existing Maturity Date (determined prior to giving effect to such extension of the Maturity Date).

#### SECTION 4.17 Sustainability Adjustments.

(a) Following the date on which the Borrower provides a Pricing Certificate in respect of the most recently ended calendar year (commencing with the calendar year ending December 31, 2022), (i) the Applicable Margin for purposes of calculating interest on the Loans and the Letter of Credit commission payable under Section 3.3(a) shall be increased or decreased (or neither increased nor decreased), as applicable, pursuant to the Sustainability Rate Adjustment as set forth in such Pricing Certificate in the manner and at the times described in this Section 4.17 and the Sustainability Table (but in no event shall any adjustment result in the Applicable Margin being less than 0.00%) and (ii) the Applicable Margin with respect to Commitment Fees shall be increased or decreased (or neither increased nor decreased), as applicable, pursuant to the Sustainability Commitment Fee Adjustment as set forth in such Pricing Certificate in the manner and at the times described in this Section 4.17 and the Sustainability Table (but in no event shall any adjustment result in the Applicable Margin being less than 0.00%). For purposes of the foregoing, each of the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment shall be effective as of the Business Day following receipt by the Administrative Agent and the Sustainability Structuring Agent of a Pricing Certificate delivered pursuant to Section 4.17(i) based upon the KPI Metric set forth in such Pricing Certificate and the calculations of the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment, as applicable, therein (such day, the “Sustainability Pricing Adjustment Date”) and each change in the Applicable Margin resulting from a Pricing Certificate and the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment related thereto shall be effective during the period commencing on and including the applicable Sustainability Pricing Adjustment Date and ending on the date immediately preceding the next such Sustainability Pricing Adjustment Date (or, in the case of non-delivery of a Pricing Certificate for the immediately following period, the last day such Pricing Certificate for such following period could have been delivered pursuant to the terms of Section 4.17(i)) (any such period, an “Applicable Sustainability Pricing Adjustment Period”).

(b) For the avoidance of doubt, only one Pricing Certificate may be delivered in respect of any calendar year. It is further understood and agreed that any Sustainability Rate Adjustment or Sustainability Commitment Fee Adjustment made for any Applicable Sustainability Pricing Adjustment Period shall only be applicable for such Applicable Sustainability Pricing Adjustment Period

and any increases or reductions to the Applicable Margin resulting therefrom shall be reset to “zero” following the conclusion of such Applicable Sustainability Pricing Adjustment Period. For the avoidance of doubt, the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment shall not be cumulative year-over-year. Each applicable adjustment shall only apply until the date on which the next adjustment is due to take place.

(c) It is hereby understood and agreed that if no such Pricing Certificate is delivered by the Borrower within the period set forth in Section 7.1(c), the Sustainability Rate Adjustment will be a positive amount equal to 0.05% and the Sustainability Commitment Fee Adjustment will be positive amount equal to 0.01% (such positive amount, collectively, the “Sustainability Threshold Adjustment”) commencing on the last day such Pricing Certificate could have been delivered pursuant to the terms of Section 7.1(c) and continuing until the Borrower delivers a Pricing Certificate to the Administrative Agent and the Sustainability Structuring Agent for the applicable calendar year.

(d) If (i)(A) the Borrower or any Lender becomes aware of any material inaccuracy in the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment, the KPI Metrics Report or the KPI Metric as reported in a Pricing Certificate (any such material inaccuracy, a “Pricing Certificate Inaccuracy”), and in the case of any Lender, such Lender delivers, not later than ten (10) Business Days after obtaining knowledge thereof, a written notice to the Administrative Agent and the Sustainability Structuring Agent describing such Pricing Certificate Inaccuracy in reasonable detail (which description shall be shared with each Lender and the Borrower), or (B) the Borrower, the Administrative Agent and the Sustainability Structuring Agent agree that there was a Pricing Certificate Inaccuracy at the time of delivery of a Pricing Certificate, and (ii) a proper calculation of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metric would have resulted in an increase in the Applicable Margin for any period, the Borrower shall be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the applicable Issuing Lenders, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under any Debtor Relief Law, automatically and without further action by the Administrative Agent, any Lender or any Issuing Lender), but in any event within ten (10) Business Days after the Borrower has received written notice of, or has agreed in writing that there was a Pricing Certificate Inaccuracy, an amount equal to the excess of (1) the amount of interest and fees that should have been paid for such period over (2) the amount of interest and fees actually paid for such period (such amount, the “True-Up Amount”). If the Borrower becomes aware of any Pricing Certificate Inaccuracy and, in connection therewith, if a proper calculation of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metric would have resulted in a decrease in the Applicable Margin for any period, then, upon receipt by the Administrative Agent and the Sustainability Structuring Agent of notice from the Borrower of such Pricing Certificate Inaccuracy (which notice shall include corrections to the calculations of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment, or the KPI Metric, as applicable), commencing on the fifth Business Day following receipt by the Administrative Agent and the Sustainability Structuring Agent of such notice, the Applicable Margin shall be adjusted to reflect the corrected calculations of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metric, as applicable. Notwithstanding the foregoing or anything to the contrary herein, the parties agree that any such adjustment to reflect a decrease in the Applicable Margin for any period shall only be effective on a prospective basis and shall not require any adjustments to amounts previously paid by the Borrower prior to the discovery of the Pricing Certificate Inaccuracy.

(e) It is understood and agreed that any Pricing Certificate Inaccuracy (and any consequences thereof) shall not constitute a Default or Event of Default; provided, that, the Borrower complies with the terms of the foregoing Section 4.17(d) and this Section 4.17(e) with respect to such Pricing Certificate Inaccuracy. Notwithstanding anything to the contrary herein, unless such amounts shall be due upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under any Debtor Relief Law, (i) any additional amounts required to be paid pursuant to the immediately preceding paragraph shall not be due and payable until the date that is ten (10) Business Days after a written demand is made for such payment by the Administrative Agent in accordance with such paragraph, (ii) any nonpayment of such additional amounts prior to or upon the date that is ten (10) Business Days after such written demand for payment by the Administrative Agent shall not constitute a Default (whether retroactively or otherwise) and (iii) none of such additional amounts shall be deemed

overdue prior to such date that is ten (10) Business Days after such written demand or shall accrue interest at the default rate prior to such date that is ten (10) Business Days after such written demand. In the event the Borrower fails to comply with Section 4.17(d) or this Section 4.17(e), the Lenders' sole recourse with respect thereto shall be limited to the True-Up Amount.

(f) Each party hereto hereby agrees that neither the Administrative Agent nor any Sustainability Structuring Agent (i) shall have any responsibility for (or liability in respect of) reviewing, auditing or otherwise evaluating any calculation by the Borrower of any KPI Metric, the Sustainability Report, any Sustainability Commitment Fee Adjustment or any Sustainability Rate Adjustment (or any of the data or computations that are part of or related to any such calculation, including any KPI Metrics Report) set forth in any Pricing Certificate or (ii) makes any assurances whether this Agreement meets any criteria or expectations of the Borrower or any Lender or any other Person with regard to environmental or social impact and sustainability performance, or whether the Credit Facility, including the characteristics of the relevant sustainability metrics (including any environmental, social and sustainability criteria or any computation methodology) meet any industry standards for sustainability-linked credit facilities. The Administrative Agent may rely conclusively on any such Pricing Certificate, without further inquiry, including when implementing any pricing adjustment.

(g) To the extent any event occurs after the Closing Date (which would include, without limitation, a material disposition or material acquisition) which, in the opinion of the Borrower and the Sustainability Structuring Agent, acting reasonably, means that one or more of the GHG Emissions Reductions Targets or GHG Emissions Reductions Thresholds set forth in the Sustainability Table is no longer applicable given changes in the Borrower's structure, then (i) the Borrower and the Sustainability Structuring Agent will report to the Lenders that such GHG Emissions Reductions Targets and GHG Emissions Reductions Thresholds will no longer apply and (ii) the Borrower shall negotiate in good faith with the Sustainability Structuring Agent and the Administrative Agent to amend the GHG Emissions Reductions Targets or GHG Emissions Reductions Thresholds, the Sustainability Table and this Section 4.17 and any related schedules, exhibits or definitions referred to herein or therein in order to preserve the original intent of this Section in light of such event (such amendments to subject to the affirmative approval of the Required Lenders). In such a scenario, the Borrower will then cease to refer to the applicable KPI Metric, GHG Emissions Reductions Targets and GHG Emissions Reductions Thresholds in the Pricing Certificate for such period.

(h) To the extent the Sustainability Structuring Agent ceases to be the Administrative Agent or a Lender (or an Affiliate thereof), the Borrower shall use commercially reasonable efforts to seek to appoint another Person that is a Lender to fulfill the role as Sustainability Structuring Agent, subject to Section 10.6 (it being understood and agreed that the provisions of Section 10.6 shall supersede the provisions of this clause (h) in the event of any conflict).

(i) After the Closing Date, the Borrower, in consultation with the Sustainability Structuring Agent, shall be entitled to establish additional KPI Metrics with respect to certain environmental, social and governance targets of the Borrower and its Subsidiaries. In connection therewith the Sustainability Structuring Agent, the Borrower and the Administrative Agent, with the affirmative written consent of Lenders constituting Required Lenders, may amend this Agreement (such amendment, the "Sustainability KPI Amendment") solely for the purpose of incorporating such additional KPI Metrics and other related provisions into this Agreement and the applicable Exhibits hereto; provided that in no event shall (A) the Sustainability Rate Adjustment for all KPI Metrics after giving effect to such Sustainability KPI Amendment (either positive or negative) exceed 0.05%, (B) the Sustainability Commitment Fee Adjustment for all KPI Metrics after giving effect to such Sustainability KPI Amendment (either positive or negative) exceed 0.01%, or (C) the Applicable Margin (with respect to either Loans or Commitment Fees) be less than 0.00% after giving effect to any Sustainability KPI Amendment. This clause (i) shall supersede any provisions in Section 11.2 to the contrary.

(j) After the Closing Date, the Borrower, in consultation with, and with the consent (not to be unreasonably withheld, delayed or conditioned) of, the Sustainability Structuring Agent, shall be entitled on one single occasion to amend this Agreement (including the applicable Exhibits and Schedules hereto) to reflect a revision to the Baseline Amount to incorporate the results of the KPI Metric that are applicable Xilinx, Inc. and its Subsidiaries (such amendment, a "Sustainability Baseline").



Amendment”). The Sustainability Baseline Amendment shall be entered into by the Borrower, the Sustainability Structuring Agent and the Administrative Agent and the Sustainability Baseline Amendment (including provisions with respect to the reporting and validation of the measurement of the proposed revised Baseline Amount) shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted the proposed amendment to all Lenders unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent (who shall promptly notify the Borrower) and the Sustainability Structuring Agent written notice that such Required Lenders object to the Sustainability Baseline Amendment. Until such time as the Sustainability Baseline Amendment is effective, it is agreed and acknowledged that the KPI Metric and the related calculations in the Pricing Certificate shall be determined without giving effect to the KPI Metric that is attributable to Xilinx, Inc. and its Subsidiaries and, if requested by the Administrative Agent or the Sustainability Structuring Agent, each Pricing Certificate delivered prior to the effectiveness of a Sustainability Baseline Amendment shall include reconciliations satisfactory to the Administrative Agent and the Sustainability Structuring Agent to exclude the portion of the KPI Metric of the Borrower and its Subsidiaries that is attributable to Xilinx, Inc. and its Subsidiaries.

## ARTICLE V

### CONDITIONS OF CLOSING AND BORROWING

SECTION 5.1 Conditions to Closing and Initial Extensions of Credit. The obligation of the Lenders to close this Agreement and to make the initial Loans or issue or participate in the initial Letter of Credit, if any, is subject to the satisfaction of each of the following conditions:

(a) Executed Loan Documents. This Agreement, a Revolving Credit Note in favor of each Revolving Credit Lender requesting a Revolving Credit Note and a Swingline Note in favor of the Swingline Lender (if requested thereby), together with any other applicable Loan Documents, shall have been duly authorized, executed and delivered to the Administrative Agent by the parties thereto, shall be in full force and effect.

(b) Closing Certificates; Etc. The Administrative Agent shall have received each of the following in form and substance reasonably satisfactory to the Administrative Agent:

(i) Officer’s Certificate. A certificate from a Responsible Officer of the Borrower certifying (A) as to the Borrower’s Debt Rating as of the Closing Date and (B) to the effect that each of the conditions set forth in Section 5.1(c) and Section 5.1(e)(iv) has been satisfied.

(ii) Certificate of Secretary of the Borrower. A certificate of a Responsible Officer of the Borrower certifying as to the incumbency and genuineness of the signature of each officer of the Borrower executing Loan Documents to which it is a party and certifying that attached thereto is a true, correct and complete copy of (A) the articles or certificate of incorporation of the Borrower and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in its jurisdiction of incorporation, (B) the bylaws of the Borrower as in effect on the Closing Date, (C) resolutions duly adopted by the board of directors (or other governing body) of the Borrower authorizing and approving the transactions contemplated hereunder and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party, and (D) the certificate required to be delivered pursuant to Section 5.1(b)(iii).

(iii) Certificates of Good Standing. Certificates as of a recent date of the good standing of the Borrower under the laws of its jurisdiction of incorporation.

(iv) Opinions of Counsel. Customary opinions of counsel to the Borrower, addressed to the Administrative Agent and the Lenders with respect to the Borrower, the Loan Documents and such other customary matters, which such opinions shall permit reliance by the permitted assigns of each of the Administrative Agent and the Lenders (subject to customary limitations).



(c) Consents; Defaults.

(i) Governmental and Third Party Approvals. The Borrower shall have received all required governmental, shareholder and third party consents and approvals necessary in connection with the Transactions, which shall be in full force and effect.

(ii) No Litigation, Etc. No action, suit, proceeding or investigation shall be pending or, to the knowledge of the Borrower, threatened in writing in any court or before any arbitrator or any Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

(d) Fees and Expenses. The Borrower shall have paid or made arrangements to pay contemporaneously with closing (i) to the Administrative Agent, the Arrangers and the Lenders the fees set forth or referenced in Section 4.3 and any other accrued and unpaid fees or commissions due hereunder, (ii) all reasonable and documented fees and out-of-pocket charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent accrued and unpaid prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent) and (iii) to any other Person such amount as may be due thereto in connection with the transactions contemplated hereby, including all taxes, fees and other charges in connection with the execution, delivery, recording, filing and registration of any of the Loan Documents in the case of clauses (ii) and (iii) above to the extent that invoices therefor have been provided to the Borrower at least one Business Day prior to the Closing Date or such fees, charges, disbursements, taxes or other amounts are set forth in a funds flow statement approved by the Borrower.

(e) Miscellaneous.

(i) Notice of Account Designation. The Administrative Agent shall have received a Notice of Account Designation specifying the account or accounts to which the proceeds of any Loans made on or after the Closing Date are to be disbursed.

(ii) Existing Credit Agreement. The Administrative Agent shall have received a customary payoff letter in connection with the payoff of the Existing Credit Agreement, confirming that all amounts due or outstanding in respect thereto shall have been paid in full, all commitments (if any) in respect thereof shall have been terminated and all guarantees therefor and security therefor shall have been discharged and released (or shall be discharged and released substantially simultaneously with the Closing Date).

(iii) PATRIOT Act, etc. The Administrative Agent and the Lenders shall have received, at least three (3) Business Days prior to the Closing Date, all documentation and other information reasonably requested by the Administrative Agent or any Lender or required by regulatory authorities in order for the Administrative Agent and the Lenders to comply with requirements of any Anti-Money Laundering Laws, including the PATRIOT Act and any applicable "know your customer" rules and regulations, to the extent requested by the Administrative Agent or any Lender at least five (5) Business Days prior to the Closing Date.

(iv) No Material Adverse Effect. Since December 25, 2021, there has not occurred any event or condition that has had or could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

Without limiting the generality of the provisions of Section 10.3(c) and Section 10.4, for purposes of determining compliance with the conditions specified in this Section 5.1, the Administrative Agent and each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.





**SECTION 5.2 Conditions to All Extensions of Credit.** The obligations of the Lenders to make or participate in any Extensions of Credit (including the initial Extension of Credit) and/or any Issuing Lender to issue or extend any Letter of Credit are subject to the satisfaction of the following conditions precedent on the relevant borrowing, issuance or extension date:

(a) **Continuation of Representations and Warranties.** The representations and warranties contained in this Agreement (other than in the case of any Extension of Credit after the Closing Date, Sections 6.9 and 6.10) shall be true and correct in all material respects, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects, on and as of such borrowing, issuance or extension date with the same effect as if made on and as of such date (except for any such representation and warranty that by its terms is made only as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects as of such earlier date).

(b) **No Existing Default.** No Default or Event of Default shall have occurred and be continuing (i) on the borrowing date with respect to such Loan or after giving effect to the Loans to be made on such date or (ii) on the issuance or extension date with respect to such Letter of Credit or after giving effect to the issuance or extension of such Letter of Credit on such date.

(c) **Notices.** The Administrative Agent shall have received a Notice of Borrowing, Letter of Credit Application, as applicable, from the Borrower in accordance with Section 2.3(a) or Section 3.2, as applicable.

(d) **New Swingline Loans/Letters of Credit.** So long as any Lender is a Defaulting Lender, (i) the Swingline Lender shall not be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan and (ii) the Issuing Lenders shall not be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

Each Notice of Borrowing or Letter of Credit Application, as applicable, submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 5.2(a) and (b) have been satisfied on and as of the date of the applicable Extension of Credit.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF THE BORROWER

To induce the Administrative Agent and Lenders to enter into this Agreement and to induce the Lenders to make Extensions of Credit, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders both before and after giving effect to the transactions contemplated hereunder, which representations and warranties shall be deemed made on the Closing Date and as otherwise set forth in Section 5.2, that:

**SECTION 6.1 Legal Status.** The Borrower (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now conducted and as presently proposed to be conducted, except where failures to have such licenses and permits could not, individually or in the aggregate, have a Material Adverse Effect and (c) is duly licensed or qualified and is in good standing as a foreign corporation in each jurisdiction wherein the nature of the business transacted by it or the nature of the property owned or leased by it makes such licensing or qualification necessary, except where failures to be so licensed, qualified or in good standing could not, individually or in the aggregate, have a Material Adverse Effect.

**SECTION 6.2 Organizational Power, Authorization; Enforceability.** The Borrower has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement and each of the other Loan Documents to which it