

Indebtedness under the Ratio-Based Incremental Facility (for the avoidance of doubt, which determination shall be made without duplication of such Indebtedness originally designated as incurred under the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility) (which, for the avoidance of doubt, shall have the effect of increasing the Prepayment-Based Incremental Facility and/or the Cash-Capped Incremental Facility, as applicable, by all or such portion, as applicable, of the aggregate principal amount of such Indebtedness); *provided* that, for the avoidance of doubt, any Indebtedness originally designated as incurred under the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility and subsequently deemed to be incurred under the Ratio-Based Incremental Facility pursuant to this clause (C) shall not be subject to the MFN Provision as a result of being deemed incurred under the Ratio-Based Incremental Facility; and

(D) solely for the purpose of cash netting in calculating the Consolidated First Lien Net Leverage Ratio, the Consolidated Senior Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio to determine the availability under the Ratio-Based Incremental Facility at the time of incurrence, any cash proceeds of any New Loan Commitments established pursuant to this Section 2.14, any Incremental Equivalent Debt Incurred pursuant to Section 2.15, any Ratio Debt and any Ratio Acquisitions Debt, in each case, incurred at such test date shall be excluded for purposes of calculating Adjusted Cash or Cash Equivalents.

The Parent Borrower may designate any Incremental Arranger of any New Loan Commitments with such titles under the New Loan Commitments as the Parent Borrower may deem appropriate.

(b) For the avoidance of doubt, the Borrowers will not be obligated to approach any Lender to participate in any New Loan Commitments. Any Lender approached to participate in any New Loan Commitments may elect or decline, in its sole discretion, to participate in such increase or new facility. The Borrowers may also invite additional Eligible Assignees and, solely in connection with a Revolving Credit Commitment Increase or New Revolving Facility, with the consent of the Administrative Agent and each L/C Issuer (to the extent the consent of any of the foregoing would be required to assign Revolving Credit Loans to any Eligible Assignee, which consent shall not be unreasonably withheld, delayed or conditioned) to become Lenders pursuant to a joinder agreement to this Agreement. Neither the Administrative Agent nor the Collateral Agent (in their respective capacities as such) shall be required to execute, accept or acknowledge any joinder agreement pursuant to this Section 2.14 and such execution shall not be required for any such joinder agreement to be effective; *provided* that, with respect to any New Loan Commitments, the Borrowers must provide to the Administrative Agent the documentation providing for such New Loan Commitments.

(c) If (i) a Revolving Tranche or a Term Loan Tranche is increased in accordance with this Section 2.14 or (ii) a New Term Facility or New Revolving Facility is added in accordance with this Section 2.14, the Incremental Arranger and the Borrowers shall determine the effective date (the “**Increase Effective Date**”) and the final allocation of such increase, New Term Facility or New Revolving Facility among the applicable Lenders. The Incremental Arranger shall promptly notify the applicable Lenders of the final allocation of such increase, New Term Facility or New Revolving Facility and the Increase Effective Date. In connection with (i) any increase in a Term Loan Tranche or Revolving Tranche or (ii) any addition of a New Term Facility or New Revolving Facility, in each case, pursuant to this Section 2.14, this Agreement and the other Loan Documents may be amended in writing (which may be executed and delivered by the Borrowers and the Incremental Arranger (and the Lenders hereby authorize any such Incremental Arranger to execute and deliver any such documentation)) in order to establish the New Term Facility or New Revolving Facility or to effectuate the increases to the Term Loan Tranche or Revolving Tranche and to reflect any technical changes necessary or appropriate to give effect to such increase or new facility in accordance with its terms as set forth herein pursuant to the documentation relating to such New

Term Facility or New Revolving Facility. As of the Increase Effective Date, in the case of an increase to an existing Term Loan Tranche, the amortization schedule for the Term Loan Tranche then increased set forth in Section 2.07(a) (or any other applicable amortization schedule for New Term Loans or Specified Refinancing Term Loans) shall be amended in writing (which may be executed and delivered by the Borrowers and the Incremental Arranger (and the Lenders hereby authorize any such Incremental Arranger to execute and deliver any such documentation)) to increase the then-remaining unpaid installments of principal by an aggregate amount equal to the additional Loans under such Term Loan Tranche being made on such date, such aggregate amount to be applied to increase such installments ratably in accordance with the amounts in effect immediately prior to the Increase Effective Date.

(d) With respect to any Revolving Credit Commitment Increase, Term Commitment Increase or addition of New Term Facility or New Revolving Facility pursuant to this Section 2.14, (i) no Event of Default (subject to Section 1.02(i)), unless waived by the Lenders in respect of such Revolving Credit Commitment Increase, Term Commitment Increase, New Term Facility or New Revolving Facility and no Specified Event of Default (notwithstanding Section 1.02(i)) would exist immediately after giving effect thereto (except in the case that the proceeds of any Incremental Credit Facility are being used to finance a Limited Condition Transaction, in which case instead (x) no Event of Default shall exist or would result therefrom on the LCT Test Date and (y) no Specified Event of Default shall have occurred and be continuing or would exist after giving effect thereto at the time such acquisition is consummated) (ii) (A) in the case of any increase of the Revolving Tranche, (1) the final maturity shall be the same as the Maturity Date applicable to the Revolving Credit Facility, (2) no amortization or mandatory commitment reduction prior to the Maturity Date applicable to the Revolving Credit Facility shall be required and (3) the terms and documentation applicable to the Revolving Credit Facility shall apply, (B) in the case of any New Revolving Facility, (1) the final maturity shall be no earlier than the Maturity Date applicable to the Revolving Credit Facility and (2) no amortization or mandatory commitment reduction prior to the Maturity Date applicable to the Revolving Credit Facility shall be required, (C) in the case of any Term Commitment Increase, (1) the final maturity shall be the same as the Maturity Date applicable to the applicable Term Loan Tranche, (2) the amortization shall be as described under clause (c) above and (3) the terms and documentation applicable to the applicable existing Term Loan Tranche shall apply and (D) in the case of any New Term Facility, have a final maturity no earlier than the Latest Maturity Date for the then outstanding Initial Term Loans not have a Weighted Average Life to Maturity shorter than the remaining Weighted Average Life to Maturity of, the then outstanding Initial Term Loans; *provided*, that, in each case, (x) Extendable Bridge Loans/Interim Debt and (y) amounts not in excess of the maximum aggregate principal amount then permitted to be incurred in reliance on the Inside Maturity Basket, in each case, may (1) have a maturity date earlier than the Latest Maturity Date for the then outstanding Initial Term Loans and (2) have a Weighted Average Life to Maturity shorter than the remaining Weighted Average Life to Maturity of the then outstanding Initial Term Loans; (iii) except as set forth in subclause (f)(iv) below with respect to the All-in Yield applicable to any New Term Facility described therein and as set forth in subclause (d)(ii)(D) above with respect to final maturity and Weighted Average Life to Maturity of any New Term Facility, any such New Term Facility or New Revolving Facility shall have such terms as are agreed to by the Borrowers and the Incremental Arranger; (iv) to the extent reasonably requested by the Incremental Arranger and expressly set forth in the documentation relating to such New Loan Commitments, the Incremental Arranger shall have received legal opinions, resolutions, officers' certificates, reaffirmation agreements and/or subsequent ranking agreements or amendment agreements to, confirmations of and/or lower ranking Collateral Documents, as applicable, consistent with those delivered on the Closing Date under Section 4.01 or delivered from time to time pursuant to Section 6.12, Section 6.14 and/or Section 6.16 with respect to the Parent Borrower, and the Subsidiary Borrower and each material Subsidiary Guarantor that is organized in a jurisdiction for which counsel to the Administrative Agent advises that such deliveries are reasonably necessary to preserve the Collateral in such jurisdiction (other than changes to such legal opinions resulting from a change in Law, change in fact or change to counsel's form of opinion); and (v) shall be denominated in Dollars, Euros, Pound Sterling, Canadian

dollars or another currency reasonably acceptable to the Administrative Agent. Subject to the foregoing, the conditions precedent to each such increase or New Loan Commitment shall be solely those agreed to by the Lenders providing such increase or New Loan Commitment, as applicable, and the Borrowers.

Notwithstanding the foregoing, (x) to the extent any covenants and events of default (excluding pricing, rate floors, discounts, fees, optional prepayment and redemption terms) of any Term Commitment Increase, Revolving Credit Commitment Increase, New Term Facility or New Revolving Facility are materially more favorable (with respect to the lenders thereunder) than the comparable terms hereunder (with respect to the Lenders under the Initial Term Loans or the Initial Revolving Tranche, as applicable), such terms shall have covenants and defaults shall be no more restrictive to the Borrower Parties, when taken as a whole, than those under the Initial Term Loans or the Initial Revolving Tranche, taken as a whole, as applicable (except for covenants or other provisions (w) that are incorporated into this Agreement (or any other applicable Loan Document) for the benefit of the applicable Lenders (to the extent applicable to such Lender) without further amendment voting requirements if reasonably satisfactory to the Borrowers and the Administrative Agent, (x) applicable only to periods after the latest final maturity of the applicable Facility, (y) as are incorporated into this Agreement (or any other applicable Loan Document) for the benefit of the applicable Lenders (to the extent applicable to such Lender) (which may be accomplished without further amendment requirements) or (z) that reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Parent Borrower in good faith)) (it being agreed and understood, for the avoidance of doubt, that, at the option of the Borrowers, the Borrowers may, in consultation with the Administrative Agent, but shall not be required to, increase the Applicable Rate or amortization payments relating to any existing Term Facility or add call protection to any existing Term Facility to bring such Applicable Rate in line with the relevant Term Commitment Increase or New Term Facility or add call protection to any existing Term Facility to achieve fungibility with such existing Term Facility), (y) the terms of any New Revolving Facility (other than (A) terms that are incorporated into this Agreement pursuant to clause (x) above, (B) solely if such New Revolving Facility is provided by an Approved Commercial Bank, terms with respect to pricing and fees of such New Revolving Facility or (C) terms that are applicable only after the then Latest Maturity Date of the Initial Revolving Tranche) shall be substantially the same as those applicable to the Initial Revolving Tranche and (z) such terms other than the terms described in clause (x) above may be, in consultation with the Incremental Arranger, incorporated into this Agreement (or any other applicable Loan Document) for the benefit of the applicable Lenders (to the extent applicable to such Lender) without further amendment voting requirements if reasonably satisfactory to the Borrowers, the Incremental Arranger and the Administrative Agent; *provided* that, at the Borrowers option, delivery of a certificate of a Responsible Officer of the Parent Borrower to the Administrative Agent (for dissemination to the Lenders) in good faith at least three Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Incremental Facility, together with a reasonably detailed description of the material terms and conditions of such Incremental Facility or drafts of the documentation relating thereto, stating that the Borrowers have determined in good faith that such terms and conditions satisfy the requirement set forth in the applicable clauses (i), (ii) or (iii) shall be conclusive evidence that such terms and conditions satisfy such requirement with regards to the Administrative Agent unless the Administrative Agent provides notice to the Borrowers of its objection during such three Business Day (or shorter) period (including a reasonable description of the basis upon which it objects). To the extent the Borrowers establish a New Revolving Facility, then the Administrative Agent and the Borrowers shall be permitted to amend this Agreement to require borrowings, repayments, participations and commitment reductions on a pro rata basis among Revolving Tranches (except for (A) payments of interest and fees at different rates on the Revolving Credit Commitments (and related outstandings), (B) repayments required upon the Maturity Date of any Revolving Credit Loan, and (C) repayments made in connection with a permanent repayment and termination of the Revolving Credit Loans or Revolving Credit Commitments of Revolving Credit Loans after the effective date of such New Revolving Facility).

(e) On the Increase Effective Date with respect to an increase to an Existing Revolving Tranche, (x) each Revolving Credit Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Lender providing a portion of the increase to the Revolving Credit Commitments (each, a **“Revolving Commitment Increase Lender”**), and each such Revolving Commitment Increase Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Credit Lender’s participations hereunder in outstanding L/C Obligations such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in L/C Obligations will equal the Pro Rata Share of the aggregate Revolving Credit Commitments of all Revolving Credit Lenders represented by such Revolving Credit Lender’s Revolving Credit Commitment and (y) if, on the date of such increase, there are any Revolving Credit Loans outstanding, such Revolving Credit Loans shall on or prior to the Increase Effective Date be prepaid from the proceeds of Revolving Credit Loans made hereunder (reflecting such increase in Revolving Credit Commitments), which prepayment shall be accompanied by accrued interest on the Revolving Credit Loans being prepaid and any costs incurred by any Lender in accordance with Section 3.06. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence. The additional Term Loans made under the Term Loan Tranche subject to the increases shall be made by the applicable Lenders participating therein pursuant to the procedures set forth in Sections 2.01 and 2.02 and on the date of the making of such new Term Loans, and notwithstanding anything to the contrary set forth in Sections 2.01 and 2.02, such new Loans shall be added to (and form part of) each Borrowing of outstanding Term Loans under such Term Loan Tranche on a pro rata basis (based on the relative sizes of the various outstanding Borrowings), so that each Lender under such Term Loan Tranche will participate proportionately in each then outstanding Borrowing of Term Loans under the Term Loan Tranche.

(f) (i) Any New Revolving Facility and New Term Facility,

(A) if incurred or Guaranteed by any Borrower or any Guarantor, shall not be Guaranteed by any Subsidiary that is not a Loan Party or does not become a Loan Party substantially concurrently with the incurrence of such New Revolving Facility or New Term Facility,

(B) if secured by a Lien on all or any portion of the Collateral, shall not be secured by any assets of any Loan Party other than assets that constitute Collateral, and

(C) at the option of the Borrowers, shall be secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans, secured by a lien on the Collateral on a junior basis to the Initial Term Loans, secured by a Lien on assets not constituting Collateral or unsecured; *provided* that, (1) any New Revolving Facility and New Term Facility may be payment subordinated or be structured as “last-out” in the payment waterfall in a manner reasonably satisfactory to the Administrative Agent and the Borrowers, (2) if such New Revolving Facility or New Term Facility is incurred under the Effective Extension Incremental Facility, (x) such New Revolving Facility or New Term Facility may be secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans only to the extent such New Revolving Facility or New Term Facility effectively extends the maturity date of First Lien Specified Debt, and (y) such New Revolving Facility or New Term Facility may be secured by a lien on the Collateral only to the extent such New Revolving Facility or New Term Facility effectively extends the maturity date of First Lien Specified Debt or Junior Lien Specified Debt and (3) if such New Revolving Facility or New Term Facility is secured by a lien on all or any portion of the Collateral, such New Revolving Facility or New Term Facility shall be subject to Applicable Intercreditor Arrangements,

(ii) the New Term Facility or New Revolving Facility, as applicable, shall, for purposes of mandatory prepayments, be treated substantially the same as (and in any event no more favorably than) the

Initial Term Loans or Initial Revolving Tranche, as the case may be, unless the Parent Borrower otherwise elects (but in any event no more favorably than the Initial Term Loans or the Initial Revolving Tranche, as applicable),

(iii) any New Term Facility that is secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans shall share ratably (or on a lesser basis) with respect to any mandatory prepayments of the Initial Term Loans (other than mandatory prepayments resulting from a refinancing of any Facility, which may be applied exclusively to the Facility being refinanced), and

(iv) solely with respect to any broadly syndicated floating rate term loans denominated in Dollars that are incurred on or prior to the date that is six months after the Closing Date under a New Term Facility that is (x) *pari passu* in right of payment with the Initial Term Loans, (y) secured by a Lien on the Collateral on a *pari passu* basis with the Initial Term Loans and (z) incurred under the Ratio-Based Incremental Facility, the All-in Yield payable by the Borrowers in respect of such New Term Facility shall not be more than 100 basis points higher than the All-in Yield payable by the Borrowers in respect of the Initial Term Loans unless the interest rate margin applicable to the Initial Term Loans is increased by an amount necessary so that the difference between the All-in Yield payable by the Borrowers in respect of such New Term Facility and the All-in Yield payable by the Borrowers in respect of the Initial Term Loans is no greater than 100 basis points (this clause (iv), the “**MFN Provision**”); *provided* that this clause (iv) shall not apply to (I) any New Term Facility that has a final maturity later than the Latest Maturity Date of the then outstanding Initial Term Loans, (II) any New Term Facility that is incurred in connection with an acquisition or investment permitted hereunder (including on a Pro Forma Basis giving effect to such New Term Facility) or (III) New Term Facilities in an aggregate amount not exceeding the greater of (x) \$188,000,000 and (y) 100.0% of Four Quarter Consolidated EBITDA at the time of Incurrence.

(g) If the Incremental Arranger is not the Administrative Agent, the actions authorized to be taken by the Incremental Arranger herein shall be done in consultation with the Administrative Agent and, with respect to the preparation of any documentation necessary or appropriate to carry out the provisions of this Section 2.14 (including amendments to this Agreement and the other Loan Documents), any comments to such documentation reasonably requested by the Administrative Agent shall be reflected therein. Any amendment may, without the consent of any other Loan Party, Agent or Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.14, including, without limitation, any amendments necessary in connection with a Term Commitment Increase or Revolving Credit Commitment Increase necessary to provide that such Incremental Loans and Incremental Commitments are fungible for U.S. federal income tax purposes.

(h) To the extent any New Revolving Facility or New Term Facility shall be denominated in an Alternative Currency, this Agreement and the other Loan Documents shall be amended to the extent necessary or appropriate to provide for the administrative and operational provisions applicable to such Alternative Currency, in each case as are reasonably satisfactory to the Administrative Agent.

(i) Any New Term Facility may be in the form of a delayed-draw term loan facility and, to the extent such New Term Facility constitutes a Ratio-Based Incremental Facility, shall, unless the Parent Borrower otherwise elects to be subject to the applicable incurrence test at the time of the establishment of such New Term Facility (as if such New Term Facility were fully funded at such time), be subject to the applicable incurrence test at the funding of such delayed-draw New Term Facility (and, for the avoidance of doubt, such delayed-draw New Term Facility shall not be subject to the applicable incurrence test at the time of the establishment of such New Term Facility (as if such New Term Facility were fully funded at such time)).

Section 2.15 Incremental Equivalent Debt.

(a) Any Loan Party may from time to time after the Closing Date issue one or more series of senior secured, senior unsecured, senior subordinated or subordinated notes, loans or Extendable Bridge Loans/Interim Debt (such notes, loans and/or Extendable Bridge Loans/Interim Debt, collectively, “**Incremental Equivalent Debt**”) in an amount not to exceed the Incremental Amount (at the time of incurrence, subject to Section 1.02(i)); *provided* that (i) no Event of Default (subject to Section 1.02(i)) would exist immediately after giving effect to any such incurrence of Incremental Equivalent Debt, and (ii) any such incurrence of Incremental Equivalent Debt shall be in a minimum amount of the lesser of (x) \$5,000,000 (or the equivalent Dollar Amount) and (y) the entire amount that may be requested under this Section 2.15; *provided, further*, that the aggregate principal amount of Incremental Equivalent Debt Incurred pursuant to this Section 2.15 and incurred by Non-Loan Party Subsidiaries shall not exceed the Non-Loan Party Sublimit as of the date of Incurrence (subject to Section 1.02(i)); *provided, further*, that (A) unless the Borrowers elect otherwise, (x) the Borrowers shall be deemed to have used amounts under the Ratio-Based Incremental Facility (to the extent compliant therewith) prior to using amounts under the Effective Extension Incremental Facility, the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility and (y) the Borrowers shall be deemed to have used the Prepayment-Based Incremental Facility prior to utilization of the Cash-Capped Incremental Facility, (B) New Loan Commitments pursuant to Section 2.14, Incremental Equivalent Debt pursuant to this Section 2.15, Ratio Debt and Ratio Acquisitions Debt may be incurred substantially concurrently under the Ratio-Based Incremental Facility (to the extent compliant therewith), the Effective Extension Incremental Facility, the Prepayment-Based Incremental Facility and the Cash-Capped Incremental Facility or any combination of any of the foregoing, and proceeds from any such incurrence may be utilized in a single transaction or series of related transactions by, unless the Parent Borrower elects otherwise, first, calculating the incurrence under the Ratio-Based Incremental Facility (without inclusion of (x) any amounts incurred substantially concurrently pursuant to the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility, (y) any amounts incurred substantially concurrently under any fixed basket under Section 7.01 or (z) any revolving credit loans incurred substantially concurrently with such single transaction or series of related transactions) and then calculating the incurrence under the Prepayment-Based Incremental Facility (without inclusion of any amounts utilized pursuant to the Cash-Capped Incremental Facility) and then calculating the incurrence under the Effective Extension Incremental Facility, the Prepayment-Based Incremental Facility and the Cash-Capped Incremental Facility, as applicable, (C) all or any portion of Indebtedness originally designated as incurred under the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility shall automatically cease to be deemed incurred under the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility and shall instead be deemed incurred under the Ratio-Based Incremental Facility from and after the first date on which the Borrowers would be permitted to incur all or such portion, as applicable, of the aggregate principal amount of such Indebtedness under the Ratio-Based Incremental Facility (for the avoidance of doubt, which determination shall be made without duplication of such Indebtedness originally designated as incurred under the Prepayment-Based Incremental Facility or the Cash-Capped Incremental Facility) (which, for the avoidance of doubt, shall have the effect of increasing the Prepayment-Based Incremental Facility and/or the Cash-Capped Incremental Facility, as applicable, by all or such portion, as applicable, of the aggregate principal amount of such Indebtedness), and (D) solely for the purpose of cash netting in calculating the Consolidated First Lien Net Leverage Ratio, the Consolidated Senior Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio to determine the availability under the Ratio-Based Incremental Facility at the time of incurrence, any cash proceeds of any New Loan Commitments incurred pursuant to Section 2.14, any Incremental Equivalent Debt Incurred pursuant to this Section 2.15, any Ratio Debt and any Ratio Acquisitions Debt, in each case, incurred at such test date shall be excluded for purposes of calculating Adjusted Cash or Cash Equivalents. The Borrowers may appoint any Person as arranger of such Incremental Equivalent Debt (such Person (who may be the Administrative Agent, if it so agrees), the “**Incremental Equivalent Debt Arranger**”).

(b) Notwithstanding anything to the contrary,

(i) Any Incremental Equivalent Debt, (A) if incurred or Guaranteed by the Borrowers or any Guarantor, shall not be Guaranteed by any Subsidiary that is not a Loan Party or does not become a Loan Party substantially concurrently with the incurrence of such Incremental Equivalent Debt (except as permitted by clause (2) of the second proviso below), (B) if secured by a lien on all or any portion of the Collateral, shall not be secured by any assets other than assets that constitute Collateral (except for assets of Non-Loan Party Subsidiaries securing Indebtedness permitted by clause (2) of the second proviso below), and (C) at the option of the Borrowers, shall be secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans, secured by a lien on the Collateral on a junior basis to the Initial Term Loans, secured by a Lien on assets not constituting Collateral (to the extent constituting assets of Non-Loan Party Subsidiaries securing Indebtedness permitted by clause (2) of the second proviso below) or unsecured; *provided* that, if such Incremental Equivalent Debt is incurred under the Effective Extension Incremental Facility, (x) such Incremental Equivalent Debt may be secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans only to the extent such Incremental Equivalent Debt effectively extends the maturity date of First Lien Specified Debt, and (y) such Incremental Equivalent Debt may be secured by a lien on the Collateral only to the extent such Incremental Equivalent Debt effectively extends the maturity date of First Lien Specified Debt or Junior Lien Specified Debt; *provided, further*, that, (1) if such Incremental Equivalent Debt is secured by a lien on all or any portion of the Collateral, such Incremental Equivalent Debt shall be subject to Applicable Intercreditor Arrangements and (2) the aggregate principal amount of such Indebtedness Incurred by Non-Loan Party Subsidiaries in respect of such Incremental Equivalent Debt shall not exceed the Non-Loan Party Sublimit as of the date of Incurrence (subject to Section 1.02(i)),

(ii) any Incremental Equivalent Debt, (i) that is secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans, shall not (A) have a final maturity earlier than the Latest Maturity Date for the then outstanding Initial Term Loans and (B) have a Weighted Average Life to Maturity shorter than the remaining Weighted Average Life to Maturity of, the then outstanding Initial Term Loans; *provided*, that Extendable Bridge Loans/Interim Debt and amounts not in excess of the maximum aggregate principal amount then permitted to be incurred in reliance on the Inside Maturity Basket may have a maturity date earlier than the Latest Maturity Date for the then outstanding Initial Term Loans and, with respect to Extendable Bridge Loans/Interim Debt and amounts not in excess of the maximum aggregate principal amount then permitted to be incurred in reliance on the Inside Maturity Basket, the Weighted Average Life to Maturity thereof may be shorter than the remaining Weighted Average Life to Maturity of the then outstanding Initial Term Loans, or (ii) that is secured by a lien on the Collateral on a junior basis to the Initial Term Loans or unsecured, shall not (A) have a final maturity earlier than the Latest Maturity Date for the then outstanding Initial Term Loans and (B) have any amortization,

(iii) any Incremental Equivalent Debt (other than any Extendable Bridge Loans/Interim Debt) shall not be subject to any mandatory redemption or prepayment provisions or rights (except to the extent any such mandatory redemption or prepayment is required to be applied pro rata (or greater than pro rata) to the Initial Term Loans and other Incremental Equivalent Debt that is secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans),

(iv) the terms and conditions (excluding pricing, rate floors, discounts, fees, optional prepayment and redemption terms) are, taken as a whole, not materially more restrictive to the Borrower Parties than those applicable to the Initial Term Loans (taken as a whole) (except for (w) terms and conditions that are reasonably acceptable to the Administrative Agent, (x) terms and conditions applicable only to periods after the Maturity Date of the Initial Term Loans and existing at the time of incurrence or issuance of such Incremental Equivalent Debt, (y) as are incorporated into this Agreement (or any other applicable Loan Document) for the benefit of the applicable Lenders (to the extent applicable to such Lender) (which may

be accomplished without further amendment voting requirements) or (z) that reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Parent Borrower in good faith); *provided* that, at the Borrowers' option, delivery of a certificate of a Responsible Officer of the Parent Borrower to the Incremental Equivalent Debt Arranger in good faith at least three Business Days (or such shorter period as may be agreed by the Incremental Equivalent Debt Arranger) prior to the incurrence of such Incremental Equivalent Debt, together with a reasonably detailed description of the material terms and conditions of such Incremental Equivalent Debt or drafts of the documentation relating thereto, stating that the Borrowers have determined in good faith that such terms and conditions satisfy the requirement set forth in this clause (b), shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Incremental Equivalent Debt Arranger provides notice to the Borrowers of its objection during such three Business Day (or shorter) period (including a reasonable description of the basis upon which it objects)), and

(v) any Incremental Equivalent Debt that is in the form of term loans secured by a lien on the Collateral on a *pari passu* basis with the Initial Term Loans shall be subject to the MFN Provision; *provided* that this clause (v) shall not apply to (I) any Incremental Equivalent Debt that has a final maturity later than the Latest Maturity Date of the then outstanding Initial Term Loans, (II) any Incremental Equivalent Debt that is incurred in connection with an acquisition or investment, and (III) Incremental Equivalent Debt in an aggregate amount not exceeding the greater of (x) \$188,000,000 and (y) 100.0% of Four Quarter Consolidated EBITDA at the time of Incurrence.

(c) The Lenders hereby authorize the Incremental Equivalent Debt Arranger (and the Lenders hereby authorize the Incremental Equivalent Debt Arranger to execute and deliver such amendments) to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary in order to secure any Incremental Equivalent Debt with the Collateral and/or to make such technical amendments as may be necessary or appropriate in the reasonable opinion of the Incremental Equivalent Debt Arranger and the Borrowers in connection with the incurrence of such Incremental Equivalent Debt, in each case on terms consistent with this Section 2.15. If the Incremental Equivalent Debt Arranger is not the Administrative Agent, the actions authorized to be taken by the Incremental Equivalent Debt Arranger herein shall be done in consultation with the Administrative Agent and, with respect to applicable documentation (including amendments to this Agreement and the other Loan Documents), any comments to such documentation reasonably requested by the Administrative Agent shall be reflected therein.

Section 2.16 Cash Collateral.

(a) Upon the request of the Administrative Agent or the applicable L/C Issuer (i) if the applicable L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrowers shall, in each case, promptly deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover 103.0% of the then Outstanding Amount of all L/C Obligations. At any time that there shall exist a Defaulting Lender, promptly upon the request of the Administrative Agent or the applicable L/C Issuer, the Borrowers shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover 103.0% of all Fronting Exposure of such Defaulting Lender after giving effect to Section 2.17(a)(iv) and any Cash Collateral provided by such Defaulting Lender.

(b) All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, deposit accounts at the Administrative Agent or the Collateral Agent (or other financial institution selected by any of them). The Borrowers, and to the extent provided by any Lender, such Lender, hereby grant to (and subject to the control of) the Administrative Agent and

the Collateral Agent, for the benefit of the Administrative Agent, the applicable L/C Issuer and the Revolving Credit Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.16(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrowers and the relevant Defaulting Lender shall, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.16 or Section 2.03, 2.05, 2.06, 2.17, 8.02 or 8.04 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided prior to any other application of such property as may be provided for herein.

(d) Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure (after giving effect to such release) or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 10.07(b)(viii))) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; *provided, however*, (x) that Cash Collateral furnished by or on behalf of a Loan Party shall not be released during the continuance of a Specified Event of Default (and following application as provided in this Section 2.16 may be otherwise applied in accordance with Section 8.04) and (y) the Person providing Cash Collateral and the applicable L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

Section 2.17 Defaulting Lenders.

(a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.09), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuers hereunder; third, if so reasonably determined by the Administrative Agent or reasonably requested by the applicable L/C Issuer, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; fourth, as the Borrowers may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the

Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrowers, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; sixth, to the payment of any amounts owing to the Lenders or any L/C Issuer as a result of any non-appealable judgment of a court of competent jurisdiction obtained by any Lender or any L/C Issuer against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Specified Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any non-appealable judgment of a court of competent jurisdiction obtained by the Borrowers against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or L/C Borrowings were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.17(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) That Defaulting Lender (x) shall not be entitled to receive any commitment fee pursuant to Section 2.09(a) for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit fees as provided in Section 2.03(h).

(iv) During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit pursuant to Section 2.03, the Pro Rata Share of each non-Defaulting Lender under a Revolving Tranche shall be determined without giving effect to the Commitment under such Revolving Tranche of that Defaulting Lender; *provided* that the aggregate obligation of each non-Defaulting Lender under a Revolving Tranche to acquire, refinance or fund participations in Letters of Credit issued under such Revolving Tranche shall not exceed the positive difference, if any, of (1) the Commitment under such Revolving Tranche of that non-Defaulting Lender *minus* (2) the aggregate Outstanding Amount of the Loans under such Revolving Tranche of that Revolving Credit Lender. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(b) If the Borrowers, the Administrative Agent and each L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may reasonably determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their ratable shares (without giving effect to the application of Section 2.17(a)(iv)) in respect of that Lender, whereupon that Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or