Execution Version

CREDIT AGREEMENT

dated as of April 11, 2024

among

DYE & DURHAM LIMITED,
as Holdings,

DYE & DURHAM CORPORATION,
as Borrower,

CERTAIN SUBSIDIARIES OF THE BORROWER,
as Guarantors,

THE LENDERS PARTY HERETO,

GOLDMAN SACHS BANK USA,
as Administrative Agent, Collateral Agent and L/C Issuer,

and

GOLDMAN SACHS BANK USA,
ARES CAPITAL MANAGEMENT LLC,
CANADIAN IMPERIAL BANK OF COMMERCE and
THE BANK OF NOVA SCOTIA,
as Joint Lead Arrangers and Joint Bookrunners

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CREDIT AGREEMENT

This CREDIT AGREEMENT (this "Credit Agreement") is entered into as of April 11, 2024, among DYE & DURHAM LIMITED, a corporation existing under the laws of the Province of Ontario ("Holdings"), DYE & DURHAM CORPORATION, a corporation existing under the laws of the Province of Ontario (the "Borrower"), the other Guarantors identified herein (together with Holdings, the "Guarantors"), the Lenders party hereto and GOLDMAN SACHS BANK USA, as Administrative Agent and Collateral Agent.

W I T N E S S E T H

WHEREAS, the Borrower and the Guarantors have requested that the Lenders provide revolving credit and term loan facilities for the purposes set forth herein;

WHEREAS, the Lenders have agreed to make the requested facilities available on the terms and conditions set forth herein; and

WHEREAS, the proceeds of the Loans (as this and other capitalized terms used in these preliminary statements are defined in Section 1.01 below) will be used on the Closing Date to consummate the Transactions and, after the Closing Date, in accordance with Section 7.11.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms.

As used in this Credit Agreement, the following terms have the meanings provided below:

"Acceptable Discount" has the meaning set forth in Section 2.06(b)(iv)(B).

"Acceptable Prepayment Amount" has the meaning set forth in Section 2.06(b)(iv)(C).

"Acceptance and Prepayment Notice" means a notice of the Borrower's acceptance of the Acceptable Discount in substantially the form of Exhibit 1.01G-7.

"Acceptance Date" has the meaning set forth in Section 2.06(b)(iv)(B).

"Acquired EBITDA" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable, all as determined on a consolidated basis for such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable.

"Acquired Entity or Business" has the meaning assigned to such term in the definition of the term "Consolidated EBITDA."

"Acquisition" means the purchase or acquisition (whether in one transaction or a series of related transactions) by any Person of (a) more than [*percentage redacted*] of the Capital Stock with ordinary voting power of another Person or (b) all or substantially all of the property (other than Capital Stock) of another Person or division or line of business or business unit of another Person, whether or not involving a merger or consolidation with such Person.

"Additional Credit Extension Amendment" means an amendment to this Credit Agreement (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement of this Credit Agreement) providing for any Incremental Revolving Commitments, Incremental Revolving Facilities or Incremental Term Loans pursuant to Section 2.14, Extended Term Loans and/or Extended Revolving Commitments pursuant to Section 2.17, Refinancing Term Loans pursuant to Section 2.18, and/or Replacement Revolving Commitments pursuant to Section 2.19, which shall be consistent with the applicable provisions of this Credit Agreement and otherwise reasonably satisfactory to the parties thereto. Each Additional Credit Extension Amendment shall be executed by the L/C Issuer and/or the Swingline Lender (to the extent Section 11.01 would require the consent of the L/C Issuer and/or the Swingline Lender, respectively, for the amendments effected in such Additional Credit Extension Amendment), the Administrative Agent, the Credit Parties and the other parties specified in Sections 2.14, 2.17, 2.18 or 2.19, as applicable, of this Credit Agreement (but not any other Lender not specified in Sections 2.14, 2.17, 2.18 or 2.19, as applicable, of this Credit Agreement), but shall not effect any amendments that would require the consent of each affected Lender or all Lenders pursuant to Section 11.01. Any Additional Credit Extension Amendment shall include conditions for closing documentation, all to the extent reasonably requested by the Administrative Agent.

"Adjusted AUD Rate" means, with respect to any Term Benchmark Borrowing denominated in Australian Dollars for any Interest Period, an interest rate per annum equal to the AUD Rate for such Interest Period; *provided that* if the Adjusted AUD Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Credit Agreement.

"Adjusted Daily Simple RFR" means, (i) with respect to any RFR Borrowing denominated in Sterling, an interest rate per annum equal to the Daily Simple RFR for Sterling and (ii) with respect to any RFR Borrowing denominated in Dollars, an interest rate per annum equal to the Daily Simple RFR for Dollars and (iii) with respect to any RFR Borrowing denominated in Canadian Dollars, an interest rate per annum equal to the Daily Simple RFR for Canadian Dollars; *provided that* if the Adjusted Daily Simple RFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Credit Agreement.

"Adjusted EURIBOR Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum equal to the EURIBOR Rate for such Interest Period; *provided that* if the Adjusted EURIBOR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Credit Agreement.

"Adjusted Term CORRA Rate" means, with respect to any Term Benchmark Borrowing denominated in Canadian Dollars for any Interest Period, an interest rate per annum equal to (a) the Term CORRA for such Interest Period plus (b) the applicable Term CORRA Adjustment; *provided that* if the Adjusted Term CORRA Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Credit Agreement.

"Adjusted Term SOFR Rate" means, with respect to any Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period plus (b) the Term SOFR Adjustment; *provided that* with respect to the Revolving Loans and the Term Loans, if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Credit Agreement.

"Adjustment Date" means the date of delivery of financial statements required to be delivered pursuant to Section 7.01(a) or Section 7.01(b), as applicable.

"Administrative Agent" means Goldman Sachs in its capacity as administrative agent for the Lenders under any of the Credit Documents, or any successor administrative agent.

"Administrative Agent Fee Letter" means that certain administrative agent fee letter, dated as of March 3, 2024, between the Borrower and Goldman Sachs.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"Administrative Questionnaire" means an administrative questionnaire for the Lenders in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent" means any of the Administrative Agent or the Collateral Agent, as applicable.

"Agent Parties" has the meaning assigned to such term in Section 11.02(c).

"Aggregate Commitments" means the aggregate principal amount of the Revolving Commitments and the Term B Commitments.

"Aggregate Dollar Revolving Commitments" means the Dollar Revolving Commitments of all the Lenders.

"Aggregate Dollar Revolving Committed Amount" has the meaning provided in Section 2.01(a)(i).

"Aggregate Multicurrency Revolving Commitments" means the Multicurrency Revolving Commitments of all Lenders.

"Aggregate Multicurrency Revolving Committed Amount" has the meaning provided in Section 2.01(a)(ii).

"Aggregate Revolving Commitment Percentage" means, as to each Revolving Lender at any time, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is such Revolving Lender's Revolving Committed Amount at such time and the denominator of which is the Aggregate Revolving Committed Amount at such time.

"Aggregate Revolving Commitments" means the sum of the Revolving Commitments of all Revolving Lenders.

"Aggregate Revolving Committed Amount" means the collective reference to the Aggregate Dollar Revolving Committed Amount and the Aggregate Multicurrency Revolving Committed Amount.

“Agreed Security Principles” means the agreed security principles attached hereto as Annex I.

“AHYDO Payment” means any payment required to be made under the terms of Indebtedness in order to avoid the application of Section 163(e)(5) of the Internal Revenue Code to such Indebtedness.

“Alternative Currency” means each of Euros, Canadian Dollars, Sterling, Australian Dollars, and any other currency added as an “Alternative Currency” pursuant to Section 1.07 hereof (any such other currency so added, an “Other Alternative Currency”).

“Alternative Currency L/C Obligations” means any L/C Obligations arising from an Alternative Currency Letter of Credit.

“Alternative Currency Letter of Credit” means any Letter of Credit denominated in an Alternative Currency.

“Anti-Corruption Laws” has the meaning provided in Section 6.24(a).

“Applicable Discount” has the meaning set forth in Section 2.06(b)(iii)(B).

“Applicable Pari Passu Debt” has the meaning provided in Section 2.06(c)(ii).

“Applicable Percentage” means, for any day, (i) with respect to Revolving Loans, Swingline Loans (it being understood that all Swingline Loans shall be Base Rate Loans) and Letter of Credit Fees, the rate per annum applicable to Revolving Loans set forth below under the caption “Term Benchmark or RFR Spread” or “Base Rate Spread”, as the case may be, based upon the Borrower’s Consolidated First Lien Net Leverage Ratio set forth opposite such rate, (ii) with respect to Term B Loans, the rate per annum applicable to Term B Loans set forth below under the caption “Term Benchmark or RFR Spread” or “Base Rate Spread”, as the case may be, based upon the Borrower’s Consolidated First Lien Net Leverage Ratio set forth opposite such rate and (iii) with respect to any other Class of Term Loans, as specified in the Additional Credit Extension Amendment related thereto; *provided that* until the first Adjustment Date following the completion of at least one full fiscal quarter ended after the Closing Date, the “Applicable Percentage” with respect to the Revolving Loans, Swingline Loans and Term B Loans shall be the applicable rate per annum set forth below in Category 1 under “Revolving Loans” or “Term B Loans”, as the case may be.

Revolving Loans:

Consolidated First Lien Net Leverage Ratio	**Term Benchmark or RFR Spread**	**Base Rate Spread**
Category 1 Greater than [*ratio redacted*]	[*percentage redacted*]	[*percentage redacted*]
Category 2 Less than or equal to [*ratio redacted*]	[*percentage redacted*]	[*percentage redacted*]

Term B Loans:

Consolidated First Lien Net Leverage Ratio	**Term Benchmark or RFR Spread**	**Base Rate Spread**
Category 1 Greater than [*ratio redacted*]	[*percentage redacted*]	[*percentage redacted*]
Category 2 Less than or equal to [*ratio redacted*]	[*percentage redacted*]	[*percentage redacted*]

The Applicable Percentage shall be adjusted quarterly on a prospective basis on each Adjustment Date based upon the Consolidated First Lien Net Leverage Ratio in accordance with the tables above; provided that if financial statements (and the corresponding Compliance Certificate required to be delivered pursuant to Section 7.02(b)) are not delivered when required pursuant to Section 7.01(a) or (b), as applicable, the "Applicable Percentage" shall be the rate per annum set forth above in Category 1 until such financial statements (and the corresponding Compliance Certificate required to be delivered pursuant to Section 7.02(b)) are delivered in compliance with Section 7.01(a) or (b), as applicable.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Credit Agreement, if it is subsequently determined that the Consolidated First Lien Net Leverage Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Lenders received interest or fees for any period based on an Applicable Percentage that is less than that which would have been applicable had the Consolidated First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Credit Agreement, the Applicable Percentage for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Consolidated First Lien Net Leverage Ratio for such period, and any shortfall in the interest or fees theretofore paid by the Borrower for the relevant period as a result of the miscalculation of the Consolidated First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable, at the time the interest or fees for such period were required to be paid; provided that notwithstanding the foregoing, so long as an Event of Default described in Section 9.01(f) is not continuing with respect to the Borrower, such shortfall shall be due and payable within five (5) Business Days following the written demand thereof by the Administrative Agent and no Default shall be deemed to have occurred as a result of such non-payment until the expiration of such five (5) Business Day period.

"Applicable Time" means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the applicable L/C Issuer, as applicable, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"Approved Bank" has the meaning set forth in clause (c) of the definition of "Cash and Cash Equivalents."

"Approved Currency" means each of Dollars and each Alternative Currency.

"Approved Fund" means any Fund that is administered, managed or underwritten by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Jurisdictions" means Canada, Australia, the Republic of Ireland, South Africa, the United Kingdom and the United States and any other jurisdiction approved by the Administrative Agent in its reasonable discretion.

"APPSA" means the Australian Personal Properties Securities Act 2009 (Cth) and the regulations thereunder, as from time to time in effect.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06) and accepted by the Administrative Agent and, if required by Section 11.06, the Borrower, in substantially the form of Exhibit 11.06(b) or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with IASB IFRS.

"Attributable Principal Amount" means (a) in the case of capital leases of any Person, the amount of capital lease obligations that would appear on a balance sheet of such Person determined in accordance with IASB IFRS, (b) in the case of Synthetic Leases of any Person, an amount determined by capitalization of the remaining lease payments thereunder as if it were a capital lease determined in accordance with IASB IFRS, and (c) in the case of Sale and Leaseback Transactions, the present value (discounted in accordance with IASB IFRS at the debt rate implied in the applicable lease) of the obligations of the lessee for rental payments during the term of such lease.

"AUD Rate" means, with respect to any Term Benchmark Borrowing denominated in Australian Dollars and for any Interest Period, a rate per annum equal to the AUD Screen Rate at approximately 11:00 a.m., Sydney, Australia time, on the first day of such Interest Period (and, if such day is not a Business Day, then on the immediately preceding Business Day).

"AUD Screen Rate" means with respect to any Interest Period, the average bid reference rate administered by ASX Benchmarks Pty Limited (ACN 616 075 417) (or any other Person that takes over the administration of such rate) for Australian dollar bills of exchange with a tenor equal in length to such Interest Period as displayed on page BBSY of the Reuters screen (or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate, as shall be selected by the Administrative Agent from time to time in its reasonable discretion) at or about 11:00 a.m., Sydney, Australia time, on the first day of such Interest Period (and, if such day is not a Business Day, then on the immediately preceding Business Day). If the AUD Screen Rate is less than 0.00%, the AUD Screen Rate shall be deemed to be 0.00% for purposes of this Credit Agreement.

"Australian Corporations Act" means the Corporations Act 2001 (Cth).

"Australian Credit Party" means any Credit Party incorporated, organized or formed under the laws of Australia or any state or territory thereof.

"Australian Dollars" or "AU$" means the lawful currency of Australia.

"Australian Person" means any Person incorporated, organized or formed under the laws of Australia or any state or territory thereof.

"Australian Security Agreement" means the security agreement covering the Australian Subsidiaries in form and substance reasonably satisfactory to the Administrative Agent, made in favor of the Collateral Agent for the benefit of the Secured Parties, as such security agreement may be amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time.

"Australian Subsidiary" means any Subsidiary that is incorporated, organized or formed under the laws of Australia.

"Auto-Extension Letter of Credit" has the meaning provided in Section 2.03(b)(iii).

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark for any Approved Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Credit Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(e).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" means Title 11 of the United States Code.

"Base Rate" means (i) in the case of Loans denominated in Dollars, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus [*percentage redacted*] and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus [*percentage redacted*]; *provided that* for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.03(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above and (ii) in the case of Loans denominated in Canadian Dollars, the Canadian Prime Rate; *provided that* with respect to (x) the Term B Loans, the Base Rate shall in no event be less than [*percentage redacted*] per annum and (y) the Revolving Loans and the Swingline Loans, the Base Rate shall in no event be less than [*percentage redacted*] per annum. The "Prime Rate" is the rate of interest quoted in the print edition of The Wall Street Journal, Money Rates Section as the U.S.

"prime rate", as in effect from time to time, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by the Administrative Agent shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Benchmark" means, initially, with respect to any (i) RFR Loan in any Approved Currency, the applicable Relevant Rate for such Approved Currency or (ii) Term Benchmark Loan, the applicable Relevant Rate for such Approved Currency; *provided that* if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Approved Currency, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b).

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; *provided that* in the case of any Loan denominated in an Alternative Currency, "Benchmark Replacement" shall mean the alternative set forth in clause (2) below:

(1) in the case of any Loan denominated in Dollars or Canadian Dollars, the Adjusted Daily Simple RFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Approved Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment.

With respect to the Revolving Loans, the Term B Loans, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Credit Agreement and the other Credit Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Approved Currency at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan denominated in Dollars or Canadian Dollars, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of

"Business Day," the definition of "U.S. Government Securities Business Day," the definition of "RFR Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Credit Agreement and the other Credit Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; *provided that* such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, *provided that* at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, the central bank for the Approved Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for

such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided that* at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 3.03.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Borrower" has the meaning provided in the preamble hereto.

"Borrower Materials" has the meaning provided in Section 7.01.

"Borrower Obligations" means, without duplication, (a) all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under any Credit Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (b) all Secured Hedge Obligations and (c) all Secured Cash Management Obligations; *provided that* Excluded Swap Obligations shall not be a Borrower Obligation of any Guarantor that is not a Qualified ECP Guarantor.

"Borrower Offer of Specified Discount Prepayment" means the offer by any Credit Party to make a voluntary prepayment of Term Loans at a Specified Discount to par pursuant to Section 2.06(b)(ii).

“Borrower Solicitation of Discount Range Prepayment Offers” means the solicitation by any Credit Party of offers for, and the corresponding acceptance by a Lender of, a voluntary prepayment of Term Loans at a specified range of discounts to par pursuant to Section 2.06(b)(iii).

“Borrower Solicitation of Discounted Prepayment Offers” means the solicitation by any Credit Party of offers for, and the subsequent acceptance, if any, by a Lender of, a voluntary prepayment of Term Loans at a discount to par pursuant to Section 2.06(b)(iv).

“Borrowing” means (a) a borrowing consisting of simultaneous Loans of the same Type and, in the case of Term Benchmark Loans, having the same Interest Period, or (b) a borrowing of Swingline Loans, as appropriate.

“Business Day” means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; *provided that* in addition to the foregoing, a Business Day shall (a) in relation to Loans denominated in Euros and in relation to the calculation or computation of EURIBOR, any day which is a TARGET Day, (b) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Approved Currency of such RFR Loan, any such day that is only a RFR Business Day, (c) in relation to Loans referencing the Adjusted Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR Rate or any other dealings of such Loans referencing the Adjusted Term SOFR Rate, any such day that is a U.S. Government Securities Business Day, (d) in relation to Loans denominated in Canadian Dollars and in calculation or computation of CORRA or the Canadian Prime Rate, any day (other than a Saturday or a Sunday) on which commercial banks are open for dealings in Canadian Dollars in Toronto, Canada (e) in relation to Loans denominated in Australian Dollars and in calculation or computation of the AUD Rate, any day (other than a Saturday or a Sunday) on which banks are open for dealings in Australian Dollars in New South Wales or Victoria, Australia and (f) in relation to Loans denominated in any other Approved Currency or any interest rate settings, fundings, disbursements, settlements or payments of any such Loan, any date (other than a Saturday or a Sunday) on which dealings in such Approved Currency are carried on in the principal financial center of such Approved Currency.

“Canadian Credit Party” means any Credit Party incorporated or organized under the laws of Canada or any province or territory thereof.

“Canadian Defined Benefit Plan” mean each Canadian Pension Plan that contains a “defined benefit provision” as such term is defined for purposes of Section 147.1(1) of the Tax Act.

“Canadian Dollar Equivalent” means, for any amount, at the time of determination thereof, (a) if such amount is expressed in Canadian Dollars, such amount, (b) if such amount is expressed in Dollars or an Alternative Currency (other than Canadian Dollars), the equivalent of such amount in Canadian Dollars determined by using the rate of exchange for the purchase of Canadian Dollars with Dollars or the Alternative Currency (other than Canadian Dollars), as applicable, last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (Toronto time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Canadian Dollars with Dollars or the Alternative Currency (other than Canadian Dollars), as applicable, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its reasonable discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Canadian Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Canadian Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion.

"Canadian Dollars" and "C$" means the lawful currency of Canada.

"Canadian Multi-Employer Plan" means a Canadian Pension Plan that is not sponsored or administered by a Canadian Credit Party and to which the Canadian Credit Party's only obligation is to make contributions in accordance with a collective bargaining agreement.

"Canadian Pension Event" means the occurrence of any of the following: (a) the board of directors of any Canadian Credit Party passes a resolution to terminate or wind up, in whole or in part, any Canadian Pension Plan or to withdraw from any Canadian Multi-Employer Plan, or otherwise initiates any action or filing to voluntarily terminate or wind up, in whole or in part, any Canadian Pension Plan or to withdraw from any Canadian Multi-Employer Plan, in each case, that will result, or can reasonably be expected to result, in a wind-up funding deficit or withdrawal liability of any Canadian Credit Party; (b) the wind up of or termination of, in whole or in part, a Canadian Pension Plan or the withdrawal from any Canadian Multi-Employer Plan, in each case that will result, or can reasonably be expected to result, in a wind-up funding deficit or withdrawal liability of any Canadian Credit Party; (c) the improper withdrawal or application of assets of a Canadian Pension Plan or Canadian Multi-Employer Plan by a Canadian Credit Party; (d) notification to any Canadian Credit Party regarding the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario, or a similar Governmental Authority, instituting proceedings to (i) revoke registration of or wind up, in whole or in part, any Canadian Pension Plan, or (ii) causing a trustee to be appointed to administer any Canadian Pension Plan; or, (e) a contribution failure in respect of any Canadian Pension Plan or Canadian Multi-Employer Plan sufficient to give rise to a Lien (excluding any Lien for amounts that are payable but not yet due under the PBA), or the occurrence of any event with respect to any Canadian Pension Plan or Canadian Multi-Employer Plan which could result in the incurrence of a liability, fine or penalty being imposed on any Canadian Credit Party or officer, director or employee thereof, under the terms of such plan, the PBA or the Tax Act.

"Canadian Pension Plan" means each plan or arrangement that is subject to minimum funding requirements under the PBA and that is administered, sponsored, contributed to, or required to be contributed to, by a Canadian Credit Party, or in respect of which a Canadian Credit Party has any liability (contingent or otherwise), but shall not include the Canada Pension Plan or Quebec Pension Plan, as administered by the Government of Canada and Government of Quebec, respectively.

"Canadian Prime Rate" means, on any day, the rate determined by the Administrative Agent to be the higher of (i) the rate of interest quoted in the print edition of The Wall Street Journal, Money Rates Section as the "Canadian Prime Rate", as in effect from time to time, or if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Bank of Canada as its policy rate and (ii) the Term CORRA Rate for an Interest Period of one (1) month plus [*percentage redacted*]; *provided that* if any the above rates shall be less than [*percentage redacted*], such rate shall be deemed to be [*percentage redacted*] for purposes of this Credit Agreement. Any change in the Canadian Prime Rate due to a change in the Term CORRA Rate shall be effective from and including the effective date of such change in the Term CORRA Rate.

"Canadian Securities Laws" means the securities laws, published rules, regulations and policy statements, and the blanket rulings, policies and multilateral or national instruments adopted by the securities regulators in each of the provinces of Canada, as each of the foregoing may be amended and in effect on any applicable date hereunder.

“Canadian Security Agreement” means the security agreement substantially in the form of Exhibit 1.01B, made in favor of the Collateral Agent for the benefit of the Secured Parties, as such security agreement may be amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time.

“Canadian Security Documents” means, collectively, the Canadian Security Agreement and any Deed of Hypothec.

“Canadian Subsidiary” means any Subsidiary of Borrower that is formed or organized under the laws of Canada or any province or territory thereof.

“Capital Expenditures” means, as to any Person, expenditures with respect to property, plant and equipment during such period which should be capitalized in accordance with IASB IFRS (including the Attributable Principal Amount of capital leases). The following items will be excluded from the definition of Capital Expenditures: (a) expenditures to the extent funded by insurance proceeds, condemnation awards or payments pursuant to a deed in lieu thereof, (b) expenditures to the extent made through barter transactions and (c) non-cash capital expenditures required to be booked as capital expenditures in accordance with IASB IFRS.

“Capital Stock” means (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock, partnership interests, membership interests or other interests of (or other ownership or profit interests in) such Person, whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination (but excluding, in each case, any debt security that is convertible into, or exchangeable for, Capital Stock, unless and until such instrument is so converted or exchanged). For the avoidance of doubt, a debt security that is convertible into, or exchangeable for, cash and/or Capital Stock, in an amount determined by reference to the price of such Capital Stock, will be deemed to satisfy the requirements of the exclusion set forth in the final parenthetical of the preceding sentence.

“Capitalized Leases” means all leases that have been or are required to be, in accordance with IASB IFRS (subject to Section 1.03), recorded as capitalized leases; *provided that* for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with IASB IFRS.

“Cash and Cash Equivalents” means any of the following types of Investments:

(a) Canadian Dollars, U.S. Dollars, Euros, Pounds Sterling, Australian Dollars or any other readily tradable currency to the extent utilized in connection with the conduct of the business of the Borrower or any of its Subsidiaries;

(b) obligations issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of Canada (or any province thereof), the United States (or any state thereof), Australia, the United Kingdom or any member state of the European Economic Area having average maturities of not more than 24 months from the date of acquisition thereof; *provided that* the full faith and credit of Canada (or the applicable province, as the case may be), the United States (or the applicable state, as the case may be), Australia (or the applicable state or internal territory, as the case may be), the United Kingdom or any member state of the European Economic Area is pledged in support thereof;

(c) time deposits or eurodollar time deposits with, certificates of deposit, bankers' acceptances or overnight bank deposits of, or letters of credit issued by, any commercial bank that (i) is a Lender or (ii) (A) is organized under the Laws of Canada or the United States, any state, province, commonwealth or territory thereof, the District of Columbia or any member nation of the Organization for Economic Cooperation and Development or is the principal banking Subsidiary of a bank holding company organized under the Laws of Canada or the United States, any state, province, commonwealth or territory thereof, the District of Columbia or any member nation of the Organization for Economic Cooperation and Development and is a member of the Federal Reserve System and (B) has combined capital and surplus of at least C$250,000,000 or C$100,000,000 in the case of any non-U.S. bank (any such bank in the foregoing clauses (i) or (ii) being an "Approved Bank"), in each case with maturities not exceeding 24 months from the date of acquisition thereof;

(d) commercial paper and variable or fixed rate notes issued by an Approved Bank (or by the parent company thereof) or any variable or fixed rate note issued by, or guaranteed by, a corporation (other than structured investment vehicles and other than corporations used in structured financing transactions) rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's, in each case with average maturities of not more than 24 months from the date of acquisition thereof;

(e) marketable short-term money market and similar funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(f) repurchase obligations for underlying securities of the types described in clauses (b), (c) and (e) above entered into with any Approved Bank;

(g) securities with average maturities of 24 months or less from the date of acquisition issued or fully guaranteed by Canada, or the United States or any province or state, province, commonwealth or territory of Canada or the United States, by any political subdivision or taxing authority of any such state, province, commonwealth or territory or by any foreign government having an investment grade rating from either S&P or Moody's (or the equivalent thereof);

(h) Investments (other than in structured investment vehicles and structured financing transactions) with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's;

(i) securities with maturities of 12 months or less from the date of acquisition backed by standby letters of credit issued by any Approved Bank;

(j) instruments analogous to those referred to in clauses (a) through (i) above denominated in Euros or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside of Canada or the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction;

(k) Investments, classified in accordance with IASB IFRS as consolidated current assets of the Borrower or any Subsidiary, in money market investment programs which are registered under the Investment Company Act of 1940 or which are administered by financial institutions having capital of at least C$250,000,000, and, in either case, the portfolios of which are limited such that substantially all of such Investments are of the character, quality and maturity described in clauses (a) through (i) above; and

(l) investment funds investing at least [*percentage redacted*] of their assets in securities of the types described in clauses (a) through (k) above.

Notwithstanding the foregoing, Cash and Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (a) and (j) above; *provided that* any such amounts in excess of [*figure redacted*] are converted into any currency listed in clause (a) or (j) as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

"Cash Collateralize" has the meaning provided in Section 2.03(g).

"Cash Management Services" means any agreement or arrangement to provide cash management products and services, including centralized operating accounts, automated clearing house transactions, controlled disbursement services, treasury, depository, overdraft and electronic funds transfer services, foreign exchange facilities, currency exchange transactions or agreements and options with respect thereto, credit card processing services, credit or debit cards, purchase cards, stored valued cards and any indemnity given in connection with any of the foregoing, in each case, as amended, modified, restated or replaced, in whole or in part, from time to time (including any products, obligations, facilities, arrangements and/or services provided or undertaken in connection with any government recipient contracts and/or participation financial institution agreements (payment filing services)).

"Casualty Event" means any event that gives rise to the receipt by the Borrower or any Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

"Central Bank Rate" means, the greater of (I)(A) for any Loan denominated in (a) Sterling, the Bank of England (or any successor thereto)'s "Bank Rate" as published by the Bank of England (or any successor thereto) from time to time, (b) Euro, one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not published, the minimum bid rate for the main refinancing operations of the European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from time to time, (2) the rate for the marginal lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking system of the Participating Member States, as published by the European Central Bank (or any successor thereto) from time to time, and (c) any other Alternative Currency determined after the Closing Date, a central bank rate as determined by the Administrative Agent in its reasonable discretion; plus (B) the applicable Central Bank Rate Adjustment and (II) the Floor.

"Central Bank Rate Adjustment" means, for any day, for any Loan denominated in (a) Euro, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the Adjusted EURIBOR Rate for the five most recent Business Days preceding such day for which the EURIBOR Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted EURIBOR Rate applicable during such period of five Business Days) minus (ii) the Central Bank Rate in respect of Euro in effect on the last Business Day in such period, (b) Sterling, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of Adjusted Daily Simple RFR for Sterling Borrowings for the five most recent RFR Business Days preceding such day for which Adjusted Daily Simple RFR for Sterling Borrowings was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applicable during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Sterling in effect on the last RFR Business Day in such period, and (c) any other Alternative Currency determined after the Closing Date, a Central Bank Rate Adjustment as determined by the Administrative Agent in its reasonable discretion. For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (B) of the definition of such term and (y) the EURIBOR Rate on any day shall be based on the EURIBOR Screen Rate, on such day at approximately the time referred to in the definition of such term for deposits in the applicable Approved Currency for a maturity of one month.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority *provided that* (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case, be deemed to have been introduced or adopted after the Closing Date, regardless of the date enacted or adopted.

"Change of Control" means an event or series of events by which:

(a) any person or persons acting together, but excluding any employee benefit plan of such person and its Subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, shall have, directly or indirectly, acquired beneficial ownership of Capital Stock representing 35% or more of the aggregate voting power represented by the issued and outstanding Capital Stock of Holdings on a fully diluted basis;

(b) there shall be consummated any share exchange, consolidation or merger of Holdings pursuant to which Holdings' Capital Stock entitled to vote in the election of the board of directors of Holdings generally would be converted into cash, securities or other property, or Holdings sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets, in each case other than pursuant to a share exchange, consolidation or merger of Holdings in which the holders of Holdings' Capital Stock entitled to vote in the election of the board of directors of Holdings generally immediately prior to the share exchange, consolidation or merger have, directly or indirectly, at least a majority of the total voting power in the aggregate of all classes of Capital Stock of the continuing or surviving entity entitled to vote in the election of the board of directors of such person generally immediately after the share exchange, consolidation or merger;

(c) a "change of control" or any comparable term under, and as defined in, any of the documentation relating to the Senior Secured 2029 Notes shall have occurred; or

(d) Holdings shall cease to own, directly or indirectly, 100% of the voting Capital Stock of the Borrower, or otherwise cease to control 100% of the voting rights with respect to the Borrower through contract or otherwise.

Notwithstanding the foregoing, a Change of Control shall not occur if the direct or indirect acquisition of (i) any common Capital Stock of Holdings that would otherwise trigger clause (a) above or (ii) assets of Holdings that would otherwise trigger clause (b) above is, in each case, by existing Insiders of Holdings as of December 31, 2023 and/or any group of entities Controlled by such Insiders.

"Class" means (i) with respect to any Commitment, its character as a Revolving Commitment, a Term B Commitment or any other group of Commitments (whether established by way of new Commitments or by way of conversion or extension of existing Commitments or Loans) designated as a "Class" in an Additional Credit Extension Amendment and (ii) with respect to any Loans, its character as a Revolving Loan, a Swingline Loan, a Term B Loan or any other group of Loans (whether made pursuant to new Commitments or by way of conversion or extension of existing Loans) designated as a "Class" in an Additional Credit Extension Amendment; *provided that* (x) in no event shall there be more than three Classes of Revolving Commitments or more than three Classes of Revolving Loans outstanding at any time and (y) notwithstanding anything to the contrary, the borrowing and repayment of Revolving Loans shall be made on a pro rata basis across all Classes of Revolving Loans (except to the extent that any applicable Additional Credit Extension Amendment provides that the Class of Revolving Loans established thereunder shall be entitled to less than pro rata treatment in repayments), and any termination of Revolving Commitments shall be made on a pro rata basis across all Classes of Revolving Commitments (except to the extent that any applicable Additional Credit Extension Amendment provides that the Class of Revolving Commitments established thereunder shall be entitled to less than pro rata treatment in reduction of Revolving Commitments). Commitments or Loans that have different maturity dates, pricing (other than upfront fees) or other terms shall be designated separate Classes.

"Closing Date" means April 11, 2024.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Collateral" means the collateral identified in, and at any time covered, or purported to be covered by, the Collateral Documents, but for the avoidance of doubt, excluding any Excluded Property; *provided that* in relation to any English law governed debenture, such Excluded Property shall only be excluded from any fixed charge granted thereunder and not, for avoidance of doubt, any floating charge.

"Collateral Agent" means Goldman Sachs in its capacity as collateral agent or security trustee, as applicable, for the Lenders under any of the Collateral Documents, or any successor collateral agent.

"Collateral and Guarantee Requirement" means, at any time, subject to Article V, Section 7.12, 7.13, 7.14 and Section 7.18, the requirement that:

(a) the Collateral Agent shall have received each Collateral Document required to be delivered pursuant to clauses (c) or (d) below (i) on the Closing Date, pursuant to Section 5.01(b) (subject to the proviso at the end of such Section 5.01(b)), (ii) on or prior to the dates specified in Section 7.18, and (iii) at such time as may be designated therein (including pursuant to the Guarantor Coverage Test), pursuant to Section 7.12, 7.13 and/or 7.14 subject, in each case of clauses (i) through (iii) above, to the Agreed Security Principles and the limitations and exceptions of this Credit Agreement and the other Credit Documents, duly executed in each case by each Credit Party party thereto;

(b) all Secured Obligations of the Borrower shall have been unconditionally guaranteed by (i) on the Closing Date, Holdings and each Restricted Subsidiary of the Borrower organized in Canada, Australia and the United Kingdom that is listed on Schedule 1.01B and (ii) at such time as may be designated therein (including pursuant to the Guarantor Coverage Test), pursuant to Section 7.12, by each Restricted Subsidiary that is then required to be a Guarantor other than and Excluded Subsidiary; *provided that* the Borrower may, in its sole discretion, (i) designate any Excluded Subsidiary as a Guarantor and (ii) elect to join Elective Guarantors;

(c) subject to clause (a) above and subject to the Agreed Security Principles, the Secured Obligations and the Guaranty shall have been secured by a first-priority security interest (subject to Liens permitted by Section 8.01) in (i) in the case of Holdings, all of the common Capital Stock of the Borrower (which shall be the only Collateral provided by Holdings to secure its Guaranty), (ii) in the case of the Borrower and each other Subsidiary which is a Credit Party, all of the common Capital Stock of each wholly-owned Material Subsidiary, and each other wholly-owned first-tier Restricted Subsidiary organized in Canada, Australia, the United Kingdom, the United States or any other jurisdiction which the Borrower and the Administrative Agent agree (other than any Excluded Pledged Subsidiary), in each case of such Credit Party; and

(d) subject to the Agreed Security Principles, except to the extent otherwise provided hereunder, including subject to Liens permitted by Section 8.01, or under any Collateral Document, the Secured Obligations and the Guaranty shall have been secured by a perfected first-priority security interest (to the extent such security interest may be perfected by delivering certificated securities, filing financing statements under the UCC, the PPSA, in relation to a Collateral Document entered into by a Credit Party incorporated in the United Kingdom, registration of particulars of such Collateral Document at UK Companies House under section 859A of the English Companies Act and/or the APPSA, as applicable, or making any necessary security filings with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, Companies House in the United Kingdom or the Trade Marks Registry at the Patent Office in the United Kingdom or any other similar or equivalent office or registry in the jurisdiction of organization of each Credit Party, in each case to the extent required in the Collateral Documents) in all tangible and intangible assets (other than Capital Stock) of the Borrower and each Guarantor (other than Holdings) (including accounts, intercompany obligations, inventory, equipment, investment property, contract rights, applications and registrations of Intellectual Property filed in Canada, the United Kingdom, Australia, the United States and the jurisdiction of organization of each Credit Party, other general intangibles, and in each case proceeds of the foregoing), in each case, (i) with the priority required by the Collateral Documents and (ii) at the times specified in Section 5.01 and Section 7.18,

provided, *however*, *that* the Liens required to be granted from time to time pursuant to the Collateral and Guarantee Requirement shall be subject to exceptions and limitations set forth in this Credit Agreement, the Collateral Documents and the Agreed Security Principles.

The Collateral Agent may grant extensions of time for the perfection of security interests in particular assets and the delivery of assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Credit Parties on such date) or any other compliance with the timing requirements of this definition where it reasonably determines, in consultation with the Borrower, that perfection or compliance cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Credit Agreement, the Collateral Documents or the other Credit Documents.

Except with respect to Elective Guarantors (which shall be subject to the following sentence), no actions in any jurisdiction or required by the Laws of any jurisdiction other than Canada, the United Kingdom, Australia, the United States and the jurisdictions of organization of each Credit Party, shall be required in order to create or perfect any security interests in assets of Holdings, the Borrower, or any of their Subsidiaries located or titled outside of Canada, the United Kingdom, Australia, the United States and the jurisdictions of incorporation/formation of each Credit Party. Elective Guarantors shall be required to grant such security interests and take such perfection steps as are customary solely in its jurisdiction of organization (as reasonably acceptable to the Collateral Agent and determined in good faith by the Collateral Agent and Credit Parties) and in no other jurisdiction other than with respect to assets of such Elective Guarantor located or titled in such jurisdictions, Canada, the United Kingdom, Australia and the United States.

The foregoing definition shall not (i) require control agreements or perfection by "control" with respect to any Collateral other than, subject to the Agreed Security Principles, (x) certificated Capital Stock of the Borrower and the Borrower's Subsidiaries that are required to be pledged pursuant to the foregoing provisions of this definition, in each case to the extent possession of such certificates is a manner of perfecting a security interest therein, (y) the Global Intercompany Note and (z) the Convertible 2026 Note Escrow Account Control Agreement, (ii) require the Collateral Agent to enter into any source code escrow arrangement or register any Intellectual Property; (iii) require the Borrower or any of its Subsidiaries to provide any notice to obtain the consent of Governmental Authorities under the Federal Assignment of Claims Act (or any province or state equivalent thereof), the Federal Administration Act (Canada) or any similar Law or (iv) require any Credit Party to make any filings under the APPSA against any assets that may, for the purposes of the APPSA, be described by serial number.

"Collateral Documents" means the Australian Security Agreement, the Canadian Security Documents, the UK Security Agreements, any U.S. Collateral Documents, the Intellectual Property Security Agreements, any Foreign Collateral Documents and any other documents executed and delivered in connection with the attachment or perfection (or the equivalent under applicable foreign law) of security interests granted to secure the Obligations.

"Commitment Fee Rate" means with respect to the Revolving Commitments, (i) if the Consolidated Total Net Leverage Ratio is greater than [*ratio redacted*], [*percentage redacted*] per annum, and (ii) if the Consolidated Total Net Leverage Ratio is equal to or less than [*ratio redacted*], [*percentage redacted*] per annum.

"Commitment Fees" has the meaning provided in Section 2.09(b).

"Commitment Period" means the period from and including the Closing Date to the earlier of (a) (i) in the case of Revolving Loans and Swingline Loans, the Revolving Termination Date or (ii) in the case of the Letters of Credit, the L/C Sublimit Expiration Date, or (b) in the case of the Revolving Loans, Swingline Loans and the Letters of Credit, the date on which the applicable Revolving Commitments shall have been terminated as provided herein.

"Commitments" means the Revolving Commitments, the L/C Commitments, the Swingline Commitment, the Term B Commitment and any other commitment to extend credit established pursuant to an Additional Credit Extension Amendment, as the context may require.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Competitor" has the meaning set forth in the definition of "Disqualified Institution".

"Competitor Debt Fund" means, with respect to any Competitor or any Affiliate thereof, any diversified debt fund, investment vehicle, regulated bank entity or unregulated lending entity (in each case, other than any Disqualified Institution) that is (i) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business and (ii) managed, sponsored or advised by any Person that is controlling, controlled by or under common control with the relevant Competitor or Affiliate thereof, but only to the extent that no personnel (other than Over the Wall Personnel) involved with the investment in the relevant Competitor (A) makes (or has the right to make or participate with others in making) investment decisions on behalf of, or otherwise cause the direction of the investment policies of, such debt fund, investment vehicle, regulated bank entity or unregulated entity with respect to decisions involving any investment in debt of the Borrower or any of its Subsidiaries or (B) has access to any information (other than information that is publicly available) relating to Holdings, the Borrower or any of their respective Subsidiaries.

"Compliance Certificate" means a certificate substantially in the form of Exhibit 7.02(b).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Capital Expenditures" means, for any period for the Consolidated Group, without duplication, all Capital Expenditures.

"Consolidated EBITDA" means, for any period for Holdings and its Subsidiaries, Consolidated Net Income in such period *plus*, without duplication, (A) in each case solely to the extent decreasing Consolidated Net Income in such period:

(a) Consolidated Interest Expense;

(b) provision for taxes, to the extent based on income or profits;

(c) amortization and depreciation;

(d) the amount of all fees, expenses or charges (other than depreciation or amortization expense) incurred in connection with (x) the closing and initial funding of this Credit Agreement, the Transactions or the Senior Secured 2029 Notes or (y) any equity offering, Investment, acquisition, disposition or recapitalization permitted hereunder or the incurrence of Indebtedness permitted to be incurred hereunder (including a refinancing thereof) (whether or not successful), including (A) such fees, expenses or charges related to this Credit Agreement, the Senior Secured 2029 Notes and any other credit facilities or the offering or incurrence of any other debt securities (including fees, expenses or charges of any consultants and advisors incurred in connection with the Transactions) and (B) any amendment or other modification of this Credit Agreement, the Senior Secured 2029 Notes and any other credit facilities or any other debt securities, in each case, deducted (and not added back) in computing Consolidated Net Income;

(e) the amount of all deferred compensation expenses;

(f) the amount of all expenses associated with the early extinguishment of Indebtedness;

(g) any losses from sales of Property, other than from sales in the ordinary course of business;

(h) any non-cash impairment loss of goodwill or other intangibles required to be taken pursuant to IASB IFRS;

(i) all payments, charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of equity interests held by any future, present or former director, officer, employee, manager, consultant or independent contractor of any Credit Party and all losses, charges and expenses related to payments made to holders of options, cash-settled appreciation rights, awards under any successor plans of the Borrower's option or equity plans or other derivative equity interests in the common equity of such Person or any direct or indirect parent of the Borrower in connection with, or as a result of, any distribution being made to equityholders of such Person or any of its direct or indirect parents, which payments are being made to compensate such holders as though they were equityholders at the time of, and entitled to share in, such distribution (including any non-cash expense recorded with respect to stock options or other equity-based compensation);

(j) any extraordinary loss in accordance with IASB IFRS;

(k) any restructuring, non-recurring or other unusual item, charge, cost, accrual, reserve, loss or expense (including write-offs and write-downs of assets) including, without limitation, any one time expense, charge, cost, accrual, reserve or loss relating to marketing or rebranding, compliance with accounting standards, enhanced accounting function or other transaction costs or operational changes, improvements or expense reductions, restructurings, integration, platform consolidations and migrations, transition, insourcing initiatives and other business optimization initiatives, actions or events (including, without limitation, those related to the start-up, pre-opening, opening, closure, reconfiguration and/or consolidation of operations, offices and facilities (including future lease commitments, lease breakage and vacant facilities) and relocation and reallocation of employees, equipment and other assets and resources; new product design, development and introductions (including intellectual property development); strategic initiatives; project start-up costs (including entry into new market/channels, new service offerings, new platforms or new contracts); curtailments or modifications to pension and post-retirement employee benefit plans (including excess pension charges and any settlement of pension liabilities); exiting, winding down or termination of lines of business; settlement costs; costs related to customer disputes, distribution networks or sales channels; the implementation, replacement, development or upgrade of operational, reporting and information technology systems and technology initiatives; contract termination, retention, recruiting, severance, signing, consulting and transition services arrangements; systems establishment costs; systems, facilities or equipment conversion costs; costs associated with tax projects/audits; expenses relating to any decommissioning or reconfiguration of fixed assets for alternative uses and costs consisting of professional consulting; or other fees relating to any of the foregoing, other than any write-off or write-down of inventory or accounts receivable);

(l) any non-cash loss related to discontinued operations;

(m) any other non-cash charges, expenses, write-downs or losses;

(n) with respect to any joint venture of Holdings or any of its Subsidiaries or any Subsidiary of that joint venture that is not a Restricted Subsidiary, an amount equal to (i) such Person's or such Subsidiary's proportionate share of the net income of such joint venture or Subsidiary that is excluded from Consolidated Net Income as a result of clause (i) of the definition of Consolidated Net Income and (ii) the proportion of those items described in clauses (a), (b) and (c) above relating to such joint venture corresponding to such Person's and such Subsidiary's proportionate share of such joint venture's Consolidated Net Income (determined as if such joint venture were a Subsidiary) solely to the extent Consolidated Net Income was reduced thereby;

(o) the amount of pro forma "run rate" cost savings and synergies (in each case net of actual amounts realized) related to any cost-savings initiative or acquisition or disposition outside of the ordinary course of business that are reasonably identifiable, factually supportable and projected by such person in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of such person) within 24 months after the date such acquisition or disposition is consummated or such cost savings initiative is implemented, as the case may be; *provided that* the aggregate amount added to Consolidated EBITDA pursuant to this clause (o) in any Test Period shall not exceed, together with the pro forma cost savings and synergies pursuant to Section 1.08(c), in the aggregate, [*percentage redacted*] of Consolidated EBITDA in such period (such percentage to be calculated after to giving effect to any amounts added to Consolidated EBITDA for such period pursuant to this clause (o) and any pro forma cost savings and synergies pursuant to Section 1.08(c));

(p) the amount of any management, consulting or advisory fees (including termination fees) and related indemnities, charges and expenses paid or accrued to or on behalf of any direct or indirect parent of the Borrower for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and payments to outside directors of the Borrower (or its direct or indirect parent companies), in each case, to the extent not prohibited by this Credit Agreement;

(q) [reserved];

(r) earn-out obligations incurred in connection with any Acquisition or other Investment and paid or accrued during the applicable period, including any mark to market adjustments;

(s) (A) all fees, costs and expenses incurred due to the implementation of IASB IFRS 15 or any similar rule under applicable accounting standards and (B) all non-cash losses, charges, accruals and transitional adjustments (to the extent deducted in determining Consolidated Net Income) resulting from the application of IASB IFRS 15 or any similar rule under applicable accounting standards;

(t) add-backs and adjustments of the nature used in connection with the calculations of "pro forma EBITDA", "pro forma Adjusted EBITDA" and "pro forma Further Adjusted EBITDA" (or similar pro forma non-IASB IFRS measures) as set forth in the Senior Secured 2029 Notes Offering Circular in the section titled "Summary Consolidated Financial Data", to the extent such add-backs and adjustments, without duplication, continue to be applicable to such period and, at the option of the Borrower, any addbacks or adjustments (including pro forma adjustments) set forth in any quality of earnings report obtained in connection with any transaction after the Closing Date and made available to the Administrative Agent and prepared by an Independent Financial Advisor (in each case, without regard to time or amounts);

(u) to the extent received and not already included in Consolidated Net Income, proceeds of business interruption insurance;

(v) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (B) below for any previous period and not added back;

(w) any non-cash increase in expenses resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods including changes in capitalization of variances) or other inventory adjustments; and

(x) the amount of any expense or reduction of Consolidated Net Income consisting of Subsidiary income attributable to minority interests or non-controlling interests of third parties in any non-wholly-owned Subsidiary;

provided that (I) in the case of any non-cash charge referred to in this definition of Consolidated EBITDA that relates to accruals or reserves for a future cash disbursement, such future cash disbursement shall be deducted from Consolidated EBITDA in the period when such cash is so disbursed and (II) if there shall exist one or more Specified Subsidiaries during such period, the amounts otherwise added to Consolidated EBITDA pursuant to any of clauses (A)(a) through (x) of this definition shall be reduced such that the contribution of any such Specified Subsidiary to such amounts is limited to the Specified Percentage applicable to such Specified Subsidiary;

minus (B) in each case solely to the extent increasing Consolidated Net Income in such period:

(a) any extraordinary gain in accordance with IASB IFRS;

(b) any nonrecurring item of gain or income (including write-ups of assets), other than any write-up of inventory or accounts receivable;

(c) any gains from sales of Property, other than from sales in the ordinary course of business;

(d) any non-cash gain related to discontinued operations;

(e) any non-cash gains, charges, accruals and transitional adjustments resulting from the application of IASB IFRS 15 or any similar rule under applicable accounting standards;

(f) the aggregate amount of all other non-cash items increasing Consolidated Net Income during such period;

(g) any deferred compensation income; and

(h) (i) capitalized software expenses in excess of [*percentage redacted*] of Consolidated EBITDA in such period (such percentage to be calculated before giving effect to any amounts deducted from Consolidated EBITDA pursuant to this clause(h)(i)) and (ii) software development costs that were actually expensed and not capitalized;

provided that (I) in the case of any non-cash item referred to in clause (B) of this definition of Consolidated EBITDA that relates to a future cash payment to the Borrower or a Subsidiary, such future cash payment shall be added to Consolidated EBITDA in the period when such payment is so received by the Borrower or such Subsidiary and (II) if there shall exist one or more Specified Subsidiaries during such period, the amounts otherwise subtracted from Consolidated EBITDA pursuant to any of clauses (B)(a) through (h) of this definition shall be increased such that the contribution of any such Specified Subsidiary to such amounts is limited to the Specified Percentage applicable to such Specified Subsidiary;

(C) *plus* (with respect to losses) or *minus* (with respect to gains), without duplication, any net realized gains and losses relating to (i) amounts denominated in foreign currencies resulting from the application of IASB IFRS 29 (including net realized gains and losses from exchange rate fluctuations on intercompany balances and balance sheet items, net of realized gains or losses from related Swap Contracts (entered into in the ordinary course of business or consistent with past practice)) or (ii) any other amounts denominated in or otherwise trued-up to provide similar accounting as if it were denominated in foreign currencies;

(D) *plus* (with respect to losses) or *minus* (with respect to gains), without duplication, any gain or loss relating to Swap Contracts (excluding Swap Contracts entered into in the ordinary course of business or consistent with past practice); and

(E) *plus* (with respect to losses) or *minus* (with respect to gains) by any net loss or reduction or net gain or increase in revenue included in Consolidated Net Income attributable to changes in accounting methodology or principles used by any Person, property, business or asset acquired in connection with an Investment permitted hereunder from the methodology or principles used by such Person, property, business or asset immediately prior to such Investment to the methodology used by the Credit Parties following such acquisition or Investment.

There shall be included in determining Consolidated EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person, property, business or asset acquired by Holdings or any Subsidiary during such period to the extent not subsequently sold, transferred or otherwise disposed of by Holdings or such Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business"), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), based on the actual Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition) and (B) an adjustment in respect of each Acquired Entity or Business equal to the amount of the Pro Forma Adjustments with respect to such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition). For purposes of determining the Consolidated EBITDA for any period, there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations by Holdings or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a "Sold Entity or Business") and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

Notwithstanding the foregoing, Consolidated EBITDA (a) for the fiscal quarter ended March 31, 2023, shall be deemed to be [*figure redacted*], (b) for the fiscal quarter ended June 30, 2023, shall be deemed to be [*figure redacted*], (c) for the fiscal quarter ended September 30, 2023, shall be deemed to be [*figure redacted*] and (d) for the fiscal quarter ended December 31, 2023, shall be deemed to be [*figure redacted*], in each case, as may be subject to addbacks and adjustments (without duplication) pursuant to clauses (A) through (E) above upon the occurrence of a "pro forma" event that occurs after the Closing Date and which is deemed to have occurred as of the first day of a period that includes any of the foregoing fiscal quarters.

"Consolidated Excess Cash Flow" means, for any period for the Consolidated Group, (a) net cash provided by operating activities for such period as reported on the audited IASB IFRS cash flow statement delivered under Section 7.01(a) *minus* (b) the sum of, in each case to the extent not otherwise reducing net cash provided by operating activities in such period, without duplication, (i) scheduled (including at maturity) principal payments (including payments of principal with respect to the Convertible Notes required from time to time under the terms of any applicable Convertible Notes indenture) and payments of interest in each case made in cash on Consolidated Total Funded Debt and the Convertible 2028 Notes during such period (including for purposes hereof, sinking fund payments, payments in respect of the principal components under capital leases and the like relating thereto), in each case other than in connection with a refinancing thereof, (ii) Consolidated Capital Expenditures made in cash during such period that are not financed with the proceeds of Indebtedness, an issuance of Capital Stock or from a reinvestment of Net Cash Proceeds referred to in Section 2.06(c)(ii), (iii) prepayments of Funded Debt during such period (other than prepayments of Revolving Loans owing under this Credit Agreement (except prepayments of Revolving Loans to the extent there is a simultaneous reduction in the Aggregate Revolving Commitments in the amount of such prepayment pursuant to Section 2.07) and other than such prepayments made with the proceeds of other Indebtedness), (iv) to the extent not financed with the incurrence or assumption of long-term Indebtedness or proceeds from an issuance of Capital Stock, Subject Dispositions or Involuntary Dispositions, cash sums expended for Investments pursuant to Section 8.02(b), (c) (to the extent such advances are not repaid to Holdings or a Subsidiary), (e) (but with respect to expenditures for Investments pursuant to Section 8.02(e), such expenditures shall only reduce Consolidated Excess Cash Flow pursuant to this clause (iv) to the extent such expenditures are not made in Holdings or a Person that was not one of Holdings' Subsidiaries prior to such expenditure), (g), (h) (other than with respect to any amount expended on such Investments through the use of the Cumulative Credit), (m), (t), (z), (bb) or (ff) during such period or contractually committed to be made during the three months following the end of such period (but with respect to expenditures for Investments pursuant to Section 8.02(ff), such expenditures shall only reduce Consolidated Excess Cash Flow to the extent such expenditures are made in a Person that was not one of Holdings' Subsidiaries prior to such expenditure, and to the extent any contractually committed amounts reduced Consolidated Excess Cash Flow pursuant to this clause (iv) during such period but the expenditures contemplated by such committed amounts are not so made during such three months, such committed amounts shall be added to Consolidated Excess Cash Flow for the period following such period (unless such expenditures otherwise reduce Consolidated Excess Cash Flow during such following period)) and (v) without duplication of amounts deducted from Consolidated Excess Cash Flow in prior periods, the aggregate consideration required to be paid in cash by Holdings or any Subsidiary pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such period relating to Consolidated Capital Expenditures to be consummated or made during the three months following the end of such period; *provided that* to the extent the aggregate amount of internally generated cash actually utilized to finance such Consolidated Capital Expenditures during such three months is less than the Contract Consideration, the amount of such shortfall shall be added to Consolidated Excess Cash Flow for the period following such period.

"Consolidated First Lien Net Debt" means Consolidated Net Debt that is secured by a Lien on the Collateral on an equivalent priority basis (but, in each case, without regard to the control of remedies) with the Liens on the Collateral securing the Obligations.

"Consolidated First Lien Net Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated First Lien Net Debt as of such date to (b) Consolidated EBITDA for the Test Period ended on such date, in each case, calculated on a Pro Forma Basis.

"Consolidated Fixed Charge Coverage Ratio" means the ratio of Consolidated EBITDA during the most recently ended Test Period ending prior to the date of the transaction giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio (the "Transaction Date") to Consolidated Fixed Charges of the Consolidated Group for such Test Period. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(a) the incurrence or repayment of any Indebtedness of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business to finance seasonal fluctuations in working capital needs pursuant to working capital facilities, occurring during the Test Period or at any time subsequent to the last day of the Test Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Test Period; and

(b) (x) any Disposition or Permitted Acquisitions or Investments (including, without limitation, any Permitted Acquisition or Investment giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Permitted Acquisition or Investment) incurring, assuming or otherwise being liable for acquired Indebtedness and also including any Consolidated EBITDA attributable to the assets which are the subject of the Permitted Acquisition or Investment or Disposition during the Test Period) and (y) operational changes that the Borrower or any of its Restricted Subsidiaries have both determined to make and have made, in each case occurring during the Test Period or at any time subsequent to the last day of the Test Period and on or prior to the Transaction Date, as if such Disposition or Permitted Acquisition or Investment (including the incurrence, assumption or liability for any such acquired Indebtedness) or operational change had occurred on the first day of the Test Period, in each case on a Pro Forma Basis.

In calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio":

a. interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date; and

b. notwithstanding clause a. above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by Swap Contracts, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of:

(a) Consolidated Interest Expense for such period; *plus*

(b) the amount of all dividend payments on any series of Disqualified Capital Stock of such Person or preferred Qualified Capital Stock of such Person's Restricted Subsidiaries (other than dividends paid in Qualified Capital Stock and other than dividends paid by a Restricted Subsidiary of such Person to such Person or to a Restricted Subsidiary of such Person) paid, accrued or scheduled to be paid or accrued during such period; *minus*

(c) the consolidated interest income of such Person and its Restricted Subsidiaries for such period, whether received or accrued, to the extent such income was included in determining Consolidated Net Income; *minus*

(d) the amount of any principal or interest payments in respect of any Convertible Notes.

"Consolidated Group" means Holdings and its consolidated Restricted Subsidiaries, as determined in accordance with IASB IFRS.

"Consolidated Interest Expense" means, with respect to any Person for any period, consolidated interest expense of such Person for such period, whether paid or accrued, including amortization of original issue discount and its Subsidiaries, noncash interest payments and the interest component of Capitalized Leases, on a consolidated basis determined in accordance with IASB IFRS, but excluding amortization or write-off of deferred financing fees and expensing of any other financing fees, and the non-cash portion of interest expense resulting from the reduction in the carrying value under purchase accounting of outstanding Indebtedness, *minus* consolidated interest income of the referent Person and its Subsidiaries for such period; *provided that* for purposes of calculating consolidated interest expense, no effect will be given to the discount and/or premium resulting from the bifurcation of derivatives in accordance with the IASB IFRS 9 as a result of the terms of the Indebtedness to which such consolidated interest expense applies; *provided, further, that* with respect to the calculation of the consolidated interest expense of the Borrower, the interest expense of Unrestricted Subsidiaries and any Person that is not a Subsidiary shall be excluded.

"Consolidated Net Debt" means, at any time, (a) Consolidated Total Funded Debt, *minus* (b) the aggregate amount of unrestricted Cash and Cash Equivalents held on such date by the Consolidated Group plus the amount of Cash and Cash Equivalents of the Consolidated Group restricted in favor of the Collateral Agent (which may also include Cash and Cash Equivalents securing other Indebtedness permitted hereunder that is secured by a Lien on the Collateral), in each case as of such date (*provided that* with respect to any Specified Subsidiary, only the Specified Percentage of such Specified Subsidiary's Cash and Cash Equivalents shall be included in this clause (y)).

"Consolidated Net Income" means, for any period for Holdings and its Subsidiaries, the net income (or loss), determined on a consolidated basis (after any deduction for minority interests except in the case of any Credit Party) of Holdings and its Subsidiaries in accordance with IASB IFRS; *provided that* in determining Consolidated Net Income, (i) the net income of any Unrestricted Subsidiary or any other Person which is not a Subsidiary of Holdings or is accounted for by the equity method of accounting shall be included only to the extent of the payment of cash dividends or cash distributions by such other Person to a member of the Consolidated Group during such period or that, as reasonably determined by a Responsible Officer of the Borrower, could have been paid in or converted into cash with respect to such equity ownership to such member of the Consolidated Group in respect of such period, (ii) all amortization and write-offs of deferred financing fees, debt issuance costs, commissions, fees and expenses, costs of surety bonds, charges owed with respect to letters of credit, bankers' acceptances or similar facilities, and expensing of any bridge, commitment or other financing fees (including in connection with a transaction undertaken but not completed), shall be excluded, (iii) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions, including, in connection with any Investment, Permitted Acquisition or any sale, conveyance, transfer or other disposition of assets permitted under this Credit Agreement, to the extent actually paid-for or reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists for such amount to be paid-for, indemnified or reimbursed and only to the extent that such amount is in fact paid-for, indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365-day period), shall be excluded, (iv) to the extent covered by insurance and actually paid for or reimbursed, or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be paid for or reimbursed by the insurer and only to the extent that such amount is in fact paid for or reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so paid for or reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events or business interruption shall be excluded and (v) the cumulative effect of any change in accounting principles shall be excluded. There shall be excluded from Consolidated Net Income for any period the purchase accounting or recapitalization accounting effects of adjustments in component amounts required or permitted by IASB IFRS (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, credit balances and debt line items thereof) and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and its Subsidiaries), as a result of the Transactions, any acquisition constituting an Investment permitted under this Credit Agreement consummated after the Closing Date or any acquisition or other Investment consummated prior to the Closing Date, or the amortization or write-off of any amounts thereof. Consolidated Net Income shall be calculated on a Pro Forma Basis.

"Consolidated Secured Net Debt" means Consolidated Net Debt that is secured by a Lien on any property or assets of the Consolidated Group.

"Consolidated Secured Net Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Secured Net Debt as of such date to (b) Consolidated EBITDA for the Test Period ended on such date, in each case, calculated on a Pro Forma Basis.

"Consolidated Total Funded Debt" means, at any time, the principal amount of all Funded Debt of the Consolidated Group determined on a consolidated basis (it being understood and agreed that outstanding letters of credit, bankers' acceptances and similar facilities shall not constitute Funded Debt unless such letters of credit, bankers' acceptances or similar facilities have been drawn on and the resulting obligations have not been paid by the Borrower; *provided that* any unreimbursed amount under commercial letters of credit (other than Letters of Credit) shall not be counted as Consolidated Total Funded Debt until three (3) Business Days after such amount is drawn).

"Consolidated Total Net Leverage Ratio" means, as of the last day of any fiscal quarter the ratio of (i) Consolidated Net Debt on such day to (ii) Consolidated EBITDA for the Test Period ended on such date, in each case, calculated on a Pro Forma Basis.

"Contract Consideration" has the meaning assigned to such term in the definition of Consolidated Excess Cash Flow.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Converted Restricted Subsidiary" has the meaning assigned to such term in the definition of the term "Consolidated EBITDA."

"Converted Unrestricted Subsidiary" has the meaning assigned to such term in the definition of the term "Consolidated EBITDA."

"Convertible 2026 Notes" means the 3.75% convertible senior notes due 2026 issued by Holdings.

"Convertible 2026 Notes Escrow Account" means an account designated by the Borrower to the Collateral Agent that holds an amount on deposit that is no less than the amount required to repurchase all of the Convertible 2026 Notes.

“Convertible 2026 Notes Escrow Account Control Agreement” means an agreement by and among the Collateral Agent, the financial institution or other Person at which the Convertible 2026 Notes Escrow Account is maintained and the Borrower, effective to grant “control” (within the meaning of Articles 8 and 9 under the applicable UCC or similar provisions of the PPSA) over the Convertible 2026 Notes Escrow Account to the Collateral Agent.

“Convertible 2026 Notes Indenture” means the indenture, dated February 23, 2021, governing the Convertible 2026 Notes, as amended, restated, supplemented or otherwise modified from time to time.

“Convertible 2026 Notes Redemption” means the prepayment, redemption and/or defeasance of the Convertible 2026 Notes.

“Convertible 2028 Notes” means the 6.50% convertible senior notes due 2028 issued by Holdings.

“Convertible 2028 Notes Indenture” means the indenture, dated February 23, 2021, governing the Convertible 2028 Notes.

“Convertible Indebtedness” means Indebtedness of Holdings permitted to be incurred under the terms of this Credit Agreement that is either (a) convertible or exchangeable into common stock of Holdings (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the price of such common stock) or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are in each case exercisable for common stock of Holdings and/or cash (in an amount determined by reference to the price of such common stock).

“Convertible Notes” means the Convertible 2026 Notes and the Convertible 2028 Notes.

“Copyrights” means (a) all copyrights in any work subject to the copyright laws of the United States, Canada or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, Canada or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or the Canadian Intellectual Property Office, together with any and all renewals thereof.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“CORRA Administrator” means the Bank of Canada (or any successor administrator).

“CORRA Determination Date” has the meaning specified in the definition of “Daily Simple CORRA”.

“CORRA Rate Day” has the meaning specified in the definition of “Daily Simple CORRA”.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning assigned to it in Section 11.21.

"Credit Agreement" has the meaning provided in the preamble hereto, as the same may be amended and modified from time to time.

"Credit Documents" means this Credit Agreement, the Notes, the Collateral Documents, the Intercreditor Agreement, the Engagement Letter, the Administrative Agent Fee Letter, the Issuer Documents, any Joinder Agreements, any Revolving Lender Joinder Agreement, any guarantee of the Obligations by a Credit Party delivered to the Administrative Agent pursuant to the requirements of this Credit Agreement, any Additional Credit Extension Amendment and any Incremental Term Loan Joinder Agreement.

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Parties" means the Borrower and any Guarantor.

"Credit Party Materials" has the meaning provided in Section 7.02.

"Cumulative Credit" means, with respect to any proposed use of the Cumulative Credit at any time, an amount equal to (a) the greater of [*figure redacted*] and [*percentage redacted*] of LTM Consolidated EBITDA, *plus* (b) [*percentage redacted*] of the Consolidated Net Income for the period (taken as one accounting period) from the first day of the first full Fiscal Quarter commencing after the Closing Date occurs to the end of Holdings' most recently ended fiscal quarter for which internal financial statements are available at the time of the applicable Investment, Restricted Payment or Restricted Debt Payment (or, in the case such Consolidated Net Income for such period is a deficit, minus [*percentage redacted*] of such deficit); *provided that* the amount calculated under this clause (b) shall never be less than zero, *plus* (c) without duplication of any amounts referred to in clause (e), (i) the aggregate amount of Net Cash Proceeds of any issuance of Qualified Capital Stock of the Borrower or Capital Stock of any direct or indirect parent of the Borrower after the Closing Date and on or prior to such time (including upon exercise of warrants or options) (other than Excluded Contributions or any amount designated as a Cure Amount or used for Equity Funded Employee Plan Costs or used pursuant to Section 8.03(y)) which proceeds have been contributed as common equity to the capital of the Borrower and (ii) the Qualified Capital Stock of the Borrower (or Capital Stock of any direct or indirect parent of the Borrower) (other than Excluded Contributions or any amount designated as a Cure Amount or used for Equity Funded Employee Plan Costs or used pursuant to Section 8.03(y)) issued upon conversion of Indebtedness or Disqualified Capital Stock of the Borrower or any Subsidiary of the Borrower owed to a Person other than a Credit Party or a Subsidiary of a Credit Party, *plus* (d) [*percentage redacted*] of the aggregate amount of contributions to the common capital of the Borrower (other than from the Borrower or a Subsidiary) or the net proceeds of the issuance of Qualified Capital Stock of Holdings (or any direct or indirect parent) (other than to the Borrower or a Subsidiary) contributed to the Borrower, received in Cash and Cash Equivalents after the Closing Date (other than Excluded Contributions or any amount designated as a Cure Amount or used for Equity Funded Employee Plan Costs or used pursuant to Section 8.03(y)), *plus* (e) if positive, to the extent not otherwise reflected or included in Consolidated Net Income, the amount of cash returns on any Investment made pursuant to Section 8.02(h) (other than any Investment subsequently deemed to be made pursuant to Section 8.02(e)) in a Person other than the Borrower or a Subsidiary (to the extent such Investment was made through the use of the Cumulative Credit) resulting from interest payments, dividends, repayments of loans or advances or profits from Dispositions of Property, in each case to the extent actually received by a Restricted Subsidiary at or prior to such time (*provided that* any such cash returns in respect of amounts described in clause (c) or clause (d) above shall only increase the Cumulative Credit for purposes of determining the amount of the Cumulative Credit available for making Investments pursuant to Section 8.02(h)), *plus* (f) to the extent not included in Consolidated Net Income, [*percentage redacted*] of the aggregate amount received by the Borrower or any Subsidiary of the Borrower in Cash and Cash Equivalents from (i) the sale, transfer or other disposition (other than to the Borrower or any such Subsidiary) of the Capital Stock or any assets of any joint venture or minority Investments, or (ii) any dividend or other distribution received in respect of any joint venture or minority Investments, or (iii) any interest, returns of principal, repayments and similar payments received in respect of any joint venture minority Investments, *plus* (g) the proceeds and the fair market value (as reasonably determined by the Borrower) of marketable securities or other property contributed to the Borrower or a Subsidiary or contributed to the capital of Holdings and further contributed to the Borrower or a Subsidiary since the Closing Date from any Person other than the Borrower or a Subsidiary, *plus* (h) an amount equal to Declined Proceeds, *minus* (i) the aggregate amount of Investments, Restricted Payments and Restricted Debt Payments made since the Closing Date pursuant to Sections 8.02(h) (excluding Investments subsequently deemed to have been made pursuant to Section 8.02(e)), 8.06(h) and 8.10(a)(iv), respectively, through utilization of the Cumulative Credit (excluding such proposed use of the Cumulative Credit, but including any other simultaneous proposed use of the Cumulative Credit) (*provided that* Investments of amounts described in clause (c) or clause (d) above shall only decrease the Cumulative Credit for purposes of determining the amount of the Cumulative Credit available for making Investments pursuant to Section 8.02(h)).

"Cure Amount" has the meaning set forth in Section 9.04(a).

"Cure Expiration Date" has the meaning set forth in Section 9.04(a).

"Daily Simple CORRA" mean, for any day (a "CORRA Rate Day"), a rate per annum equal to CORRA for the day (such day "CORRA Determination Date") that is five (5) RFR Business Days prior to (i) if such CORRA Rate Day is a RFR Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a RFR Business Day, the RFR Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's website. Any change in Daily Simple CORRA due to a change in CORRA shall be effective from and including the effective date of such change in CORRA without notice to the Borrower. If by 5:00 p.m. (Toronto time) on any given CORRA Determination Date, CORRA in respect of such CORRA Determination Date has not been published on the CORRA Administrator's website and a Benchmark Replacement Date with respect to the Daily Simple CORRA has not occurred, then CORRA for such CORRA Determination Date will be CORRA as published in respect of the first preceding RFR Business Day for which such CORRA was published on the CORRA Administrator's website, so long as such first preceding RFR Business Day is not more than five (5) Business Days prior to such CORRA Determination Day.

"Daily Simple RFR" means, for any day (an "RFR Interest Day"), an interest rate per annum equal to, for any RFR Loan denominated in (i) Sterling, SONIA for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day, (ii) Dollars, Daily Simple SOFR and (iii) Canadian Dollars, Daily Simple CORRA.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day "SOFR Determination Date") that is five (5) RFR Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an

RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangements Act (Canada), the Winding-Up and Restructuring Act (Canada), the UK Insolvency Act 1986, the UK Corporate Insolvency and Governance Act 2020, the Australian Corporations Act, arrangements under applicable corporate statutes (to the extent pertaining to proceedings seeking a compromise or arrangement of, or stay of proceedings of, or to enforce, all or substantially all of the debts of a Person), and all other liquidation, conservatorship, bankruptcy, examinership, assignment for the benefit of creditors generally, moratorium, winding-up, dissolution, administration, resolution, receivership, insolvency, reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise), or similar debtor relief Laws of the United States, Canada, the United Kingdom, Australia or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, and, in the case of a Lender that is established and existing under the Laws of Canada or any province or territory thereof, includes the Bank Act (Canada).

"Declined Proceeds" has the meaning set forth in Section 2.06(c)(vii).

"Deed of Hypothec" means, collectively, all of the deeds of hypothec creating a hypothec in favor of the Collateral Agent, as hypothecary representative for the benefit of the Secured Parties, pursuant to the laws of the Province of Québec on the assets of any Canadian Credit Party existing under the laws of the Province of Québec, having its domicile (within the meaning of the Civil Code of Québec) in the Province of Québec or having a place of business or personal tangible property situated in the Province of Québec, substantially in the form of Exhibit 1.01C, as the same may be amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time.

"Default" means any event, act or condition that constitutes an Event of Default or that, with notice, the passage of time, or both, would constitute an Event of Default.

"Default Rate" means an interest rate equal to (a) with respect to Obligations other than (i) Term Benchmark Loans and RFR Loans and (ii) Letter of Credit Fees, the Base Rate *plus* the Applicable Percentage, if any, applicable to such Loans *plus* [*percentage redacted*] per annum; (b) with respect to Term Benchmark Loans or RFR Loans, the applicable Relevant Rate *plus* the Applicable Percentage, if any, applicable to such Loans *plus* [*percentage redacted*] per annum; and (c) with respect to Letter of Credit Fees, a rate equal to the Applicable Percentage *plus* [*percentage redacted*] per annum.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of its Loans or participations in Letters of Credit or Swingline Loans required to be funded by it hereunder within three (3) Business Days of the date required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has notified the Borrower or the Administrative Agent that it does not intend to comply with any of its funding obligations under this Credit Agreement (unless such notification relates to such Lenders' obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or any applicable L/C Issuer, to confirm that it will comply with the terms of this Credit Agreement relating to its participation obligations in respect of all then outstanding Letters of Credit and Swingline Loans (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), (d) has otherwise failed to pay over to the Administrative Agent, any applicable L/C Issuer or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) in the case of a Lender with a Commitment, Swingline Exposure or L/C Obligations, is insolvent or has become the subject of a bankruptcy or insolvency proceeding or Bail-In Action or (f) has any Affiliate that has Control of such Lender that is insolvent or that has become the subject of a bankruptcy or insolvency proceeding; *provided that* a Lender shall not qualify as a "Defaulting Lender" solely as the result of the acquisition or maintenance of an ownership interest in such Lender or any Person Controlling such Lender, or the exercise of Control over such Lender or any Person Controlling such Lender, by a governmental authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such governmental authority or instrumentality thereof) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Borrower or any Subsidiary in connection with a Subject Disposition that is designated as "Designated Non-Cash Consideration" on the date received pursuant to a certificate of a Responsible Officer of the Borrower setting forth the basis of such fair market value (with the amount of Designated Non-Cash Consideration in respect of any Subject Disposition being reduced for purposes of Section 8.05 to the extent the Borrower or any Subsidiary converts the same to Cash and Cash Equivalents within 180 days following the closing of the applicable Subject Disposition).

"Discount Prepayment Accepting Lender" has the meaning set forth in Section 2.06(b)(ii)(B).

"Discount Range" has the meaning set forth in Section 2.06(b)(iii)(A).

"Discount Range Prepayment Amount" has the meaning set forth in Section 2.06(b)(iii)(A).

"Discount Range Prepayment Notice" means a written notice of a Borrower Solicitation of Discount Range Prepayment Offers made pursuant to Section 2.06(b)(iii) substantially in the form of Exhibit 1.01G-1.

"Discount Range Prepayment Offer" means the irrevocable written offer by a Lender, substantially in the form of Exhibit 1.01G-2, submitted in response to an invitation to submit offers following the Administrative Agent's receipt of a Discount Range Prepayment Notice.

"Discount Range Prepayment Response Date" has the meaning set forth in Section 2.06(b)(iii)(A).

"Discount Range Proration" has the meaning set forth in Section 2.06(b)(iii)(C).

"Discounted Prepayment Determination Date" has the meaning set forth in Section 2.06(b)(iv)(C).

"Discounted Prepayment Effective Date" means in the case of a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offer or Borrower Solicitation of Discounted Prepayment Offer, five (5) Business Days following the Specified Discount Prepayment Response Date, the Discount Range Prepayment Response Date or the Solicited Discounted Prepayment

Response Date, as applicable, in accordance with Section 2.06(b)(ii)(A), 2.06(b)(iii)(A) or 2.06(b)(iv)(A), respectively, unless a shorter period is agreed to between the Borrower and the Administrative Agent.

"Discounted Term Loan Prepayment" has the meaning set forth in Section 2.06(b)(i).

"Disposed EBITDA" means, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or such Converted Unrestricted Subsidiary, all as determined on a consolidated basis for such Sold Entity or Business or such Converted Unrestricted Subsidiary.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any Property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith (but excluding the making of any Investment pursuant to Section 8.02).

"Disqualified Capital Stock" means Capital Stock that (a) requires the payment of any dividends or distributions (other than dividends or distributions payable solely in shares of Capital Stock other than Disqualified Capital Stock) prior to the date that is the first anniversary of the Final Maturity Date or (b) matures or is mandatorily redeemable or subject to mandatory repurchase or redemption or repurchase at the option of the holders thereof, in whole or in part and whether upon the occurrence of any event, pursuant to a sinking fund obligation, on a fixed date or otherwise, in each case prior to the date that is the [*date redacted*] of the Final Maturity Date (other than upon payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Commitments).

"Disqualified Institution" means (i) those financial institutions, lenders and other Persons previously specified in writing by the Borrower to the Lenders on April 1, 2024, (ii) any Person that is a competitor of the Borrower and any of its Subsidiaries (each such Person, a "Competitor"), identified in writing by or on behalf of the Borrower (x) to the Lenders on or prior to the Closing Date, or (y) to the Administrative Agent from time to time on or after the Closing Date, and (iii) Affiliates of the Persons described in the preceding clauses (i) or (ii) (other than, in the case of clause (ii), any Competitor Debt Fund), in each case, that are either clearly identifiable on the basis of their name or are identified as such in writing by or on behalf of the Borrower (x) to the Lenders on or prior to the Closing Date or (y) to the Administrative Agent from time to time on or after the Closing Date. Notwithstanding anything to the contrary contained herein, it being understood and agreed that the identification of any Person as a Disqualified Institution after the Closing Date shall not apply to retroactively disqualify any Person that has previously acquired an assignment or participation interest in any Loan or Commitment so long as such Person was not a Disqualified Institution at the time of such assignment or participation. The list of Disqualified Institutions shall be posted to the Platform, it being understood that the Borrower may update such list from time to time with respect to Disqualified Institutions to the extent provided for above, and the Administrative Agent shall post such updated schedule to the Platform promptly following its receipt thereof, with such updates effective solely upon the posting thereof to the Platform.

"Distressed Person" has the meaning provided in the definition of "Lender-Related Distress Event."

"Dollar" or "$" means the lawful currency of the United States.

"Dollar Equivalent" means, for any amount, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with the Alternative Currency last provided (either by publication or otherwise provided to the

Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with the Alternative Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its reasonable discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion.

"Dollar Facility L/C Obligations" means, at any date of determination, the Dollar Facility Percentage multiplied by the sum of (x) the aggregate Dollar Equivalent amount available to be drawn under all outstanding Letters of Credit at such date *plus* (y) the aggregate Dollar Equivalent amount of all L/C Borrowings at such date. For all purposes of this Credit Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.13 or Rule 3.14 of the ISP or any similar term stated in the Letter of Credit or in rules or laws to which the Letter of Credit is made subject or if there is a pending drawing, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Dollar Facility Percentage" means, at any time, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is the Aggregate Dollar Revolving Committed Amount at such time and the denominator of which is the L/C Committed Amount at such time.

"Dollar L/C Issuer" means any Dollar Revolving Lender approved by the Administrative Agent and the Borrower; *provided that* no Lender shall be obligated to become an L/C Issuer hereunder. References herein and in the other Credit Documents to the Dollar L/C Issuer shall be deemed to refer to the Dollar L/C Issuer in respect of the applicable Letter of Credit or to all Dollar L/C Issuers, as the context requires.

"Dollar Revolving Commitment" means, for each Dollar Revolving Lender, the commitment of such Lender to make Dollar Revolving Loans (and to share in Dollar Revolving Obligations) hereunder, under documentation relating to Incremental Revolving Commitments or pursuant to an Additional Credit Extension Amendment, in each case, in the amount of such Lender's Dollar Revolving Committed Amount, as such commitment may be increased or decreased pursuant to the other provisions hereof.

"Dollar Revolving Commitment Percentage" means, for each Dollar Revolving Lender, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is such Dollar Revolving Lender's Dollar Revolving Committed Amount and the denominator of which is the Aggregate Dollar Revolving Committed Amount. The Dollar Revolving Commitment Percentages as of the Closing Date are set forth in Schedule 1.01A under the column entitled "Dollar Revolving Commitment Percentage".

"Dollar Revolving Committed Amount" means, for each Dollar Revolving Lender, the amount set forth in the Assignment and Assumption by which such Dollar Revolving Lender became a Dollar Revolving Lender or in any documentation relating to Incremental Revolving Commitments or Additional Credit Extension Amendments, as such Dollar Revolving Committed Amount may be reduced or increased pursuant to the other provisions hereof.

"Dollar Revolving Facility" means the Aggregate Dollar Revolving Commitments and the provisions herein related to the Dollar Revolving Loans, the Swingline Loans and the Letters of Credit.

"Dollar Revolving Lenders" means the Persons listed on Schedule 1.01A under the heading "Dollar Revolving Lender" together with their successors and permitted assigns, and any Person that shall be designated a "Dollar Revolving Lender" pursuant to Incremental Revolving Commitments or an Additional Credit Extension Amendment in accordance with the provisions hereof.

"Dollar Revolving Loan" has the meaning provided in Section 2.01(a)(i).

"Dollar Revolving Notes" means the promissory notes, if any, given to evidence the Dollar Revolving Loans, as amended, restated, modified, supplemented, extended, renewed or replaced. A form of Dollar Revolving Note is attached as Exhibit 2.13-1.

"Dollar Revolving Obligations" means the Dollar Revolving Loans, the Dollar Facility L/C Obligations and the Swingline Loans.

"Dormant" means, with respect to any Person, that such Person does not (A) own, legally or beneficially, assets (including, without limitation, (x) indebtedness owed to it or (y) Capital Stock in Subsidiaries which are not Dormant Subsidiaries) in excess of a de minimis amount or (B) generate Consolidated EBITDA in excess of a de minimis amount.

"Dormant Subsidiary" means each Subsidiary of Holdings that is identified as Dormant on Schedule 6.14, which Schedule may be updated from time to time in writing to the Administrative Agent.

"Dormant Subsidiary Liquidation" means the liquidation or dissolution of a Dormant Subsidiary.

"ECF Application Amount" means, with respect to any fiscal year of the Borrower, the product of the ECF Percentage applicable to such fiscal year times the Consolidated Excess Cash Flow for such fiscal year.

"ECF Percentage" means, [*definition redacted*].

"EEA Financial Institution" means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Yield" means, as to any Indebtedness, the effective yield on such Indebtedness, taking into account the interest rate, applicable interest rate margins, any interest rate floors or similar devices, interest rate indexes and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (x) the life of such Indebtedness and (y) the four (4) years following the date of incurrence thereof) payable generally to lenders providing such Indebtedness, but excluding any prepayment premiums, commitment or facility fees, underwriting or arrangement fees, syndication fees, ticking fees, structuring fees or amendment fees payable to any arranger (or affiliate thereof) in connection with the commitment or syndication of such Indebtedness, regardless of whether such fees are paid to or shared in whole or in part with any Lender, or any other fees not paid generally to all Lenders ratably. In calculating the Effective Yield, if on the date of incurrence of any applicable Indebtedness (including any Incremental Term Loans), such Indebtedness includes an interest rate floor greater than the interest rate floor applicable to the initial Term B Loans, such differential shall be added to the interest rate with respect to such Indebtedness for purposes of determining whether an increase to the interest rate margin under the initial Term B Loans shall be required (if applicable), but only to the extent that an increase in the interest rate floor would cause an increase to the interest rate margin then in effect with respect to such initial Term B Loans, solely for the purpose of determining the Effective Yield applicable to such Indebtedness and, in such case for purposes of Section 2.14(c)(v), the interest rate floor (but not the interest rate margin) applicable to such Class of Term B Loans shall be increased to the extent of such differential between interest rate floors.

"Elective Guarantor" has the meaning set forth in the definition of "Guarantors."

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than a natural person or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person) approved by the party or parties whose approval is required under Section 11.06(b); *provided that* notwithstanding the foregoing, except pursuant to a transaction pursuant to Section 2.06(b) or Section 11.06(j), "Eligible Assignee" shall not include Holdings or any of Holdings' Affiliates or Subsidiaries.

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Enforcement Qualifications" has the meaning assigned to such term in Section 6.04.

"Engagement Letter" means the Engagement Letter, dated as of March 3, 2024, between the Borrower and Goldman Sachs.

"English Companies Act" means the Companies Act 2006, an Act of Parliament of the United Kingdom, applicable only to England and Wales.

"English Security Agreement" means the security agreement covering the English Subsidiaries in form and substance reasonably satisfactory to the Administrative Agent, made in favor of the Collateral Agent for the benefit of the Secured Parties, as such security agreement may be amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time.

"English Subsidiary" means any Subsidiary of Holdings that is incorporated under the laws of England and Wales.

"Environmental Laws" means any and all applicable federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Credit Party or any of their respective Subsidiaries resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Funded Employee Plan Costs" means cash costs or expenses, incurred pursuant to any management equity plan or stock option plan or any other equity-based management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent funded with cash proceeds contributed to the capital of the Borrower or net cash proceeds of an issuance of Qualified Capital Stock of the Borrower or Capital Stock of any direct or indirect parent of the Borrower (other than amounts designated as Excluded Contributions, any amount designated as a Cure Amount or any amount used in the Cumulative Credit).

"Equity Funded Percentage" means with respect to any Acquisition or any Investment, the percentage of the total consideration paid for such Acquisition or Investment, as applicable, that is financed with the proceeds of or from the issuance of Qualified Capital Stock or contributions to the capital of the Borrower by Holdings or then-existing direct or indirect equity holders of Holdings.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"EURIBOR Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros and for any Interest Period, the EURIBOR Screen Rate, two TARGET Days prior to the commencement of such Interest Period.

"EURIBOR Screen Rate" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as of 11:00 a.m. Brussels time two TARGET Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Borrower. If the EURIBOR Screen Rate is less than [*percentage redacted*], the EURIBOR Screen Rate shall be deemed to be [*percentage redacted*] for purposes of this Credit Agreement.

"Euro" and "€" mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

"Event of Default" means any of the events specified in Section 9.01; *provided that* any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Excluded Account" means any deposit or securities account (a) used exclusively for payroll, and/or payroll, local, state, federal and other Taxes and/or other employee wage and benefit payments to or for the benefit of any Credit Party's employees, (b) used exclusively to pay all Taxes required to be collected, remitted or withheld or (c) which any Credit Party holds exclusively as an escrow, fiduciary or trust for the benefit of another Person (other than a Credit Party).

“Excluded Contribution” means the amount of cash capital contributions to the Borrower or net cash proceeds from the sale or issuance of Qualified Capital Stock of Holdings (or any direct or indirect parent of Holdings) actually received by the Borrower (other than any amount designated as a Cure Amount, used for Equity Funded Employee Plan Costs or included for purposes of determining the Cumulative Credit) and designated by the Borrower to the Administrative Agent as an Excluded Contribution on the date such capital contributions are made or such Capital Stock is sold or issued. As of any date of determination, the amount of the Excluded Contribution shall be the aggregate amount of such contributions and proceeds less such amounts used pursuant to Sections 8.02(z), 8.06(i), and 8.10(a)(v).

“Excluded Pledged Subsidiary” means (i) any Subsidiary of Holdings that (x) for which the pledge of its Capital Stock is prohibited by applicable Law or by Contractual Obligations existing on the Closing Date (or, in the case of any Subsidiary of Holdings acquired or formed after the Closing Date pursuant to a Permitted Acquisition or other permitted Investment, Contractual Obligations in existence at the time of acquisition or formation (including in any Indebtedness assumed in connection therewith)) so long as the Contractual Obligations in contemplation thereof were not for the purpose of avoiding the obligation to pledge such Capital Stock (including any Indebtedness financing such acquisition or formation), (y) would require governmental (including regulatory) or third party consent, approval, license or authorization in order to provide such pledge of its Capital Stock, except as such has already been obtained (it being understood there is no requirement to obtain such consent, approval, license or authorization), or (z) for which a provision of a pledge of such Subsidiary’s Capital Stock would result in material adverse Tax or regulatory consequences to Holdings and its Subsidiaries as reasonably determined by the Borrower in good faith and notified to the Agents, (ii) any other Subsidiary of Holdings with respect to which in the reasonable determination of the Borrower and the Collateral Agent, the burden or cost or other consequences of the pledge of its Capital Stock shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (iii) any not-for-profit Subsidiaries, (iv) broker-dealer subsidiaries, (v) captive insurance companies, (vi) Dormant Subsidiaries and (vii) any special purpose vehicle (or similar entity), only to the extent that the pledge of its Capital Stock is prohibited by applicable Law or by Contractual Obligations.

“Excluded Property” means (i) any fee owned real property and any leasehold rights and interests in real property (including any obligation to obtain landlord waivers, non-disturbance agreements, estoppels in respect of real property, bailee waivers, warehouseman waivers and collateral access letters), (ii) with respect to the Canadian Security Agreement, motor vehicles, aircraft and other assets subject to certificates of title, (iii) commercial tort claims, (iv) governmental licenses, state or local franchises, charters and authorizations and any other property and assets to the extent that the Collateral Agent may not validly possess a security interest therein under applicable Laws (including, without limitation, rules and regulations of any Governmental Authority or agency) or the pledge of, or creation of a security interest in any asset, which would require governmental, regulatory or third party consent, approval, license or authorization (including compliance with the Federal Assignment of Claims Act, Federal Administration Act or similar statute which, for the avoidance of doubt, shall not be required hereunder or under any other Credit Document), in each case, except to the extent such prohibition or limitation is rendered ineffective (including as against the relevant grantor and including for the purposes of its liability in damages for breach of contract) under the UCC, PPSA, APPSA or other applicable Law notwithstanding such prohibition or limitation, (v) any lease, license, permit or agreement or any property subject to such agreement or arrangement to the extent that a grant of a security interest therein, (A) is prohibited or restricted by applicable Law other than to the extent such prohibition or restriction is rendered ineffective under the UCC, PPSA, APPSA or other applicable Law notwithstanding such prohibition or restriction or (B) to the extent and for so long as it would violate or invalidate the terms of such lease, license, permit or agreement (in each case, after giving effect to the relevant provisions of the UCC, PPSA, APPSA or other applicable Laws) or would give rise to a termination right of a third party (other than Holdings, the Borrower, or any Subsidiary) thereunder, require consent of a third party (other than Holdings, the Borrower or any Subsidiary) thereunder or permit any third party to amend any rights, benefits or obligations of any Credit

Party in respect of such asset, make a Credit Party liable in damages for breach of contract or otherwise require any Credit Party or any Subsidiary of any Credit Party to take any action that is adverse to its interests (except to the extent such provision is overridden by the UCC, PPSA, APPSA or other applicable Laws), in each case, (a) excluding any such agreement that relates to Permitted Refinancings and (b) only to the extent that such limitation on such pledge or security interest is not otherwise prohibited pursuant to Section 8.12 (*Limitation on Subsidiary Distributions*), (vi) (A) margin stock, (B) Capital Stock in, and property and assets of, any Person other than the Borrower and Wholly Owned Subsidiaries; *provided that* no Capital Stock shall be Excluded Property solely as a result of the relevant Subsidiary ceasing to be a wholly-owned Subsidiary, unless such transaction is entered into for a bona fide business purpose (as determined in good faith by the Borrower) and, for the avoidance of doubt, not for the primary purpose of causing such Capital Stock to become Excluded Property and (C) Capital Stock in, and property and assets of, Excluded Pledged Subsidiaries, (vii) any property subject to a Lien permitted by Section 8.01(c), (i) or (q) to the extent the pledge of such property is prohibited by Contractual Obligations entered into with respect to such Liens, (viii) the creation or perfection of pledges of, or security interests in, any property or assets that could reasonably be expected to result in adverse Tax consequences or adverse regulatory consequences that are not *de minimis* to Holdings, the Borrower or any of its Subsidiaries, as reasonably determined by the Borrower, (ix) letter of credit rights, except to the extent constituting support obligations for other Collateral as to which perfection of the security interest in such other Collateral is accomplished solely by the filing of a UCC or PPSA financing statement (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a UCC or PPSA financing statement), (x) any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto and acceptance thereof by the United States Patent and Trademark Office or the Canadian Intellectual Property Office, to the extent, if any, and solely during the period, if any, in which, the grant or a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law, (xi) asset or Collateral to the extent the cost, burden, difficulty or consequence of obtaining or perfecting a security interest therein outweighs the benefit of the security afforded thereby as reasonably determined by the Borrower and Collateral Agent, (xii) any Excluded Accounts and (xiii) any assets acquired in connection with a Permitted Acquisition or other permitted Investment subject to Liens permitted by Section 8.01 and which are subject to contractual arrangements in connection with such Liens prohibiting a Lien securing the Secured Obligations to the extent permitted by Section 8.12 (*provided that* except with respect to Liens permitted by Section 8.01(r), such Liens and contractual arrangements were not created in anticipation or contemplation of such Permitted Acquisition or Investment and were in place on the date of such Permitted Acquisition or Investment); *provided, however, that* Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property referred to in clauses (i) through (xiii) (unless such proceeds, substitutions or replacements would independently constitute Excluded Property referred to in clauses (i) through (xiii)) and in relation to any Credit Party not organized in the United States, any assets or property of, held by, or relating to, such Credit Party which, in each case, do not fall within the assets or property expressly contemplated under the definition of "Collateral and Guarantee Requirements" or which are otherwise excluded in accordance with the Agreed Security Principles.

Notwithstanding the foregoing, the Collateral Documents in respect of any Lien granted by an Australian Credit Party shall include a customary springing charge over such Excluded Property (with exceptions to be agreed between the Administrative Agent and the Borrower).

"Excluded Sale and Leaseback Transaction" means any Sale and Leaseback Transaction with respect to Property owned by the Borrower or any Subsidiary to the extent such Property is acquired after the Closing Date, so long as such Sale and Leaseback Transaction is consummated within 180 days of the acquisition of such Property.

"Excluded Subsidiary" means (a) any Dormant Subsidiary, (b) any Unrestricted Subsidiary, (c) each Subsidiary of the Borrower designated as an Excluded Subsidiary on Schedule 6.14 hereto, (d) each Subsidiary of the Borrower that is not a Wholly Owned Subsidiary; *provided that* no Subsidiary shall be an Excluded Subsidiary solely as a result of the relevant Guarantor ceasing to be a wholly-owned Subsidiary, unless such transaction is entered into for a bona fide business purpose (as determined in good faith by the Borrower) with an unaffiliated third party and, for the avoidance of doubt, not for the primary purpose of causing such release; *provided that* such transaction shall constitute an Investment pursuant to Section 8.02, (e) each Subsidiary designated as an "Excluded Subsidiary" by a written notice to the Administrative Agent; *provided that* such designation under this clause (e) shall constitute an Investment pursuant to Section 8.02, (f) any captive insurance subsidiaries or not-for-profit subsidiaries, (g) any Subsidiary that (x) is prohibited or restricted by applicable Law or by Contractual Obligations existing on the Closing Date (or, in the case of any Subsidiary acquired or formed after the Closing Date pursuant to a Permitted Acquisition or other permitted Investment, Contractual Obligations in existence at the time of acquisition or formation (including in any Indebtedness assumed in connection therewith)), so long as any such Contractual Obligation was not incurred in contemplation thereof for the purpose of avoiding the obligation to provide a guaranty of the Secured Obligations (including any Indebtedness financing such acquisition or formation) (y) would require governmental (including regulatory) or third party consent, approval, license or authorization in order to provide such guaranty, except as such has already been obtained (it being understood there is no requirement to obtain such consent, approval, license or authorization) or (z) where the provision of a guaranty would result in material adverse Tax or regulatory consequences to Holdings and its Subsidiaries as reasonably determined by the Borrower and notified to the Agents, (h) any other Subsidiary with respect to which, in the reasonable judgment of the Borrower and the Collateral Agent, the burden or cost of providing the Guaranty outweighs the benefits to be obtained by the Lenders therefrom and (i) unless otherwise agreed by the Borrower and the Administrative Agent, any Subsidiary of any of the foregoing Subsidiaries.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, any of the following Taxes imposed on or with respect to any Agent, any Lender, any L/C Issuer or any other recipient (a "Recipient") or required to be withheld or deducted from a payment to any Recipient, (a) Taxes imposed on or measured by such Recipient's net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, Canadian or U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to Laws in effect at the time (i) such Lender becomes a party hereto (other than pursuant to an assignment request by the Borrower under Section 11.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that such Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new Lending Office (or assignment), to receive additional amounts with respect to such withholding Tax pursuant to Section 3.01, (c) any Tax that is attributable to a Recipient's failure to comply with Section 3.01(e) or an Agent's failure to comply with

Section 3.01(f), (d) any Tax imposed pursuant to FATCA and (e) any Taxes required to be deducted or withheld under the Tax Act from any payment under a Credit Document as a result of: (1) the Recipient (or beneficial holder of a Loan) not dealing at arm's length (within the meaning of the Tax Act) with a Credit Party, or (2) the Recipient being a "specified non-resident shareholder" of a Credit Party or not dealing at arm's length with a "specified shareholder" of a Credit Party (in each case within the meaning of the Tax Act) (other than where the non-arm's length relationship arises, or where the recipient is a "specified non-resident shareholder", or does not deal at arm's length with a "specified shareholder", as a result of such Person having become a party to, received or perfected a security interest under, or received or enforced any rights under, a Credit Document).

"Existing Class" means a Class of Existing Term Loans or a Class of Existing Revolving Commitments.

"Existing Credit Facility" means that certain Credit Agreement, dated as of December 3, 2021, by and among the Borrower, Holdings, the other loan parties party thereto, the lenders party thereto and Ares Capital Corporation, as administrative agent, issuing bank and swingline lender, as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Closing Date.

"Existing Facility Refinancing" means the repayment in full of all amounts due and owing under, the termination of all commitments in respect of, and the termination and release of all related guaranties and security interests and other Liens in respect of, the Existing Credit Facility, and the termination, cash collateralization or backstopping of all letters of credit and bank guarantees outstanding thereunder.

"Extended Class" means a Class of Extended Term Loans or a Class of Extended Revolving Commitments.

"Extended Revolving Commitments" has the meaning specified in Section 2.17(b).

"Extended Term Loans" has the meaning specified in Section 2.17(a).

"Extending Lender" has the meaning specified in Section 2.17(c).

"Extension Effective Date" has the meaning specified in Section 2.17(c).

"Extension Election" has the meaning specified in Section 2.17(c).

"Extension Request" means a Revolving Extension Request or a Term Loan Extension Request.

"Fair Value" has the meaning provided in the definition of the term "Solvent".

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code as of the Closing Date (and any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations or other official administrative interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

"Final Maturity Date" means, at any time, the latest of the Revolving Termination Date, the Term B Loan Termination Date, any final maturity date applicable to any outstanding Incremental Term Loans at such time and any final maturity date specified in an Additional Credit Extension Amendment.

"Financial Covenant Test Condition " means, and only to the extent occurring on the last day of a fiscal quarter of the Borrower and its Restricted Subsidiaries, that the aggregate principal amount of all outstanding Revolving Loans (including Swingline Loans) and L/C Obligations (excluding (i) Letters of Credit that were issued on the Closing Date or have been Cash Collateralized or otherwise backstopped not under this Credit Agreement by a letter of credit, bank guaranty, or similar instrument at [*percentage redacted*] of the L/C Stated Amount thereof and (ii) other Letters of Credit in an aggregate L/C Stated Amount not to exceed [*figure redacted*]) exceeds [*percentage redacted*] of the aggregate Revolving Commitments.

"[*Defined term redacted*]" means [*definition redacted*].

"[*Defined term redacted*]" means [*definition redacted*].

"Floor" means the benchmark rate floor, if any, provided in this Credit Agreement (as of the execution of this Credit Agreement, the modification, amendment or renewal of this Credit Agreement or otherwise) with respect to the Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, each Adjusted Daily Simple RFR, Adjusted AUD Rate, Adjusted Term CORRA Rate, or the Central Bank Rate, as applicable. For the avoidance of doubt, (a) in the case of the Term B Loans, the initial Floor for the Adjusted Term SOFR Rate shall be [*percentage redacted*] and (b) in the case of the Revolving Loans, the initial Floor for each of Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, each Adjusted Daily Simple RFR, Adjusted AUD Rate, Adjusted Term CORRA Rate, or the Central Bank Rate shall be [*percentage redacted*].

"Foreign Collateral Document" means each pledge, security or guarantee agreement or trust deed among the Collateral Agent, and one or more Credit Parties incorporated in a jurisdiction other than Canada, Australia, the United Kingdom or the United States, that is reasonably acceptable to the Collateral Agent, together with each other agreement, instrument or document required or reasonably requested by the Administrative Agent to pledge, grant and/perfect the Lien on any property of any Credit Party that is incorporated in a jurisdiction other than Canada, Australia, the United Kingdom or the United States.

"Foreign Disposition" has the meaning assigned to such term in Section 2.06(c)(vi).

"Foreign Subsidiary" means any Subsidiary that is not organized under the laws of Canada or any state or province thereof.

"Form Intercreditor Agreements" means an intercreditor agreement substantially in the form of the Parity Intercreditor Agreement attached as Exhibit 1.01E.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Funded Debt" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with IASB IFRS:

(a) all obligations for borrowed money, whether current or long-term (including the Loan Obligations hereunder), and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all purchase money indebtedness (including indebtedness and obligations in respect of conditional sales and title retention arrangements, except for customary conditional sales and title retention arrangements with suppliers that are entered into in the ordinary course of business) and all indebtedness and obligations in respect of the deferred purchase price of property or services (other than (i) trade liabilities and accounts and accrued expenses payable or incurred in the ordinary course of business and (ii) any purchase price adjustment or earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with IASB IFRS and if not paid within thirty (30) days after becoming due and payable or otherwise subject to good faith dispute);

(c) all direct obligations under letters of credit (including standby and commercial), bankers' acceptances and similar instruments;

(d) the Attributable Principal Amount of capital leases;

(e) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of any Disqualified Capital Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Capital Stock); and

(f) Support Obligations in respect of Funded Debt of another Person,

provided that (i) obligations under Swap Contracts and Cash Management Services, (ii) preferred Qualified Capital Stock and (iii) any Convertible Notes do not constitute Funded Debt.

For purposes hereof, the amount of Funded Debt shall be determined (i) based on the outstanding principal amount in the case of borrowed money indebtedness under clause (a) and purchase money indebtedness and the deferred purchase obligations under clause (b), (ii) based on the available balance in the case of letter of credit obligations and the other obligations under clause (c), (iii) based on the amount of Funded Debt that is the subject of the Support Obligations in the case of Support Obligations under clause (f), and (iv) with respect to the indebtedness of a non-wholly owned Subsidiary of Holdings that is a Restricted Subsidiary that was the subject of an Investment made following the Closing Date, to the extent such indebtedness is non-recourse to any of the Credit Parties or any of their respective Subsidiaries (other than such non-wholly owned Subsidiary that is a Restricted Subsidiary or any Subsidiary of such non-wholly owned Subsidiary that is not a Credit Party), the Borrower may elect, upon written notice from the Borrower to the Administrative Agent designating such non-wholly owned Subsidiary that is a Restricted Subsidiary, a "Specified Subsidiary", that the amount of such indebtedness of such non-wholly owned Subsidiary or any Subsidiary of such non-wholly owned Subsidiary that shall be included in this definition of Funded Debt be a percentage of such indebtedness (the "Specified Percentage") that is equal to the percentage of the aggregate outstanding Capital Stock of such Specified Subsidiary owned by Holdings and its Restricted Subsidiaries (other than such Specified Subsidiary); *provided that* (A) the Specified Percentage shall not be less than the percentage of such Specified Subsidiary's net income that is included in Consolidated Net Income (after giving effect to the operation of the second parenthetical phrase in the definition of Consolidated Net Income) and (B) together with any financial statements delivered pursuant to Section 7.01(a) or (b), the Borrower shall provide when delivering such financial statements a brief reconciliation of the Specified Percentage of the indebtedness referred to in this clause (iv) to the actual principal amount of such indebtedness, and shall (I) include Funded Debt of any partnership or joint venture or other similar entity in which such Person is a general partner or joint venturer, and has personal liability for such obligations, but only to the extent there is recourse to such Person for payment thereof and such Indebtedness would be included in the calculation of Consolidated Total Funded Debt and (II) in the case of Holdings and its Restricted Subsidiaries, exclude all Funded Debt which is repayable on demand or has a term not exceeding 364 days (inclusive of any roll over or extensions or terms) and made in the ordinary course of business. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the available balance of such Letter of Credit after giving effect to all increases thereof contemplated by such Letter of Credit or the L/C Application therefor, whether or not such available balance is in effect at such time.

"Global Intercompany Note" means that certain global intercompany note, dated as of the date hereof, in form and substance reasonably satisfactory to the Administrative Agent, executed and delivered by the Borrower and its Restricted Subsidiaries.

"Goldman Sachs" means Goldman Sacks Bank USA.

"Governmental Authority" means the government of Canada, Australia, the United Kingdom, the United States or any other nation, or of any political subdivision thereof, whether state, local, county, provincial or otherwise, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning provided in Section 11.06(h).

"Guaranteed Obligations" has the meaning set forth in Section 4.01.

"Guarantor Coverage Test" has the meaning provided in Section 8.17.

"Guarantor Coverage Test Date" means the date on which the quarterly financial statements are required to be delivered pursuant to Section 7.01(b) in respect of each fiscal quarter ending after the date which is 120 days after the Closing Date.

"Guarantors" means (a) Holdings, (b) each Subsidiary of the Borrower listed on Schedule 1.01B and (c) each other Person that becomes a Guarantor pursuant to the terms hereof, in each case together with its successors. The Borrower in its sole discretion may designate any Subsidiary that is not required to be a Guarantor (such a Subsidiary, an "Elective Guarantor") to Guarantee the Secured Obligations by causing such Subsidiary to execute this Credit Agreement on the Closing Date or a Joinder Agreement and satisfy the Collateral and Guarantee Requirement; *provided that* the jurisdiction of organization of any Foreign Subsidiary that is designated as an Elective Guarantor shall be either an Approved Jurisdiction or otherwise be reasonably acceptable to the Administrative Agent.

"Guaranty" means, collectively, the guaranty of the Secured Obligations by the Guarantors pursuant to this Credit Agreement.

"Hazardous Materials" means all materials, substances or wastes characterized, classified or regulated as hazardous, toxic, pollutant, contaminant or radioactive under Environmental Laws, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes.

"Honor Date" has the meaning provided in Section 2.03(c)(i).

"IASB IFRS" has the meaning provided in Section 1.03(a).

"Identified Participating Lenders" has the meaning set forth in Section 2.06(b)(iii)(C).

"Identified Qualifying Lenders" has the meaning set forth in Section 2.06(b)(iv)(C).

"Incremental Base Amount" has the meaning provided in Section 2.14(a)(i)(x).

"Incremental Equivalent Debt" means secured or unsecured Indebtedness of the Borrower in the form of *pari passu* secured term loans or notes, junior lien term loans or notes or unsecured term loans or notes or bridge in lieu of the foregoing; *provided that*: (a) any Incremental Equivalent Debt in the form of term loans shall be subject to the second proviso in Section 2.14(c)(v), (b) no Subsidiary of the Borrower (other than a Credit Party) shall be an obligor with respect thereto, (c) no Incremental Equivalent Debt shall mature on or prior to the Term B Loan Termination Date or have a shorter Weighted Average Life to Maturity than the Term B Loans or have mandatory offers to purchase or mandatory prepayments that are more onerous than those applicable to the Term B Loans (other than, with respect to maturity, customary extension rollover provisions (including by conversion or exchange) for bridge facilities, in which case, such maturity may be earlier than that of the Term B Loans if such maturity is automatically extended upon the initial maturity date to a date not earlier than the maturity date of the Term B Loans), (d) to the extent secured by the Collateral on a *pari passu* basis with the Term Loans, shall be subject to a customary *pari passu* intercreditor agreement or, to the extent secured by the Collateral on a junior lien basis with the Term Loans, shall be subject to a customary junior priority intercreditor agreement, in each case, on terms that are reasonably satisfactory to the Administrative Agent, (e) Incremental Equivalent Debt may be secured by assets that do not constitute Collateral, (f) subject to the Limited Condition Acquisition provisions in Section 1.11, no Default or Event of Default shall have occurred and be continuing or shall result after giving effect to any such Incremental Equivalent Debt (or, in the case of any Limited Condition Acquisition, no Specified Event of Default as of the Transaction Agreement Date) shall exist and (g) the covenants, events of default, guarantees, collateral and other terms of which (other than interest rate and redemption premiums), taken as a whole, shall not be more restrictive in any material respect to the Borrower and its Subsidiaries than those applicable to the Term B Loans under this Credit Agreement, as determined by the Borrower in good faith, except to the extent such terms apply solely to any period after the Term B Loan Termination Date; *provided that* any such Incremental Equivalent Debt may contain any financial maintenance covenant that is more restrictive to the Borrower and its Subsidiaries than those in this Credit Agreement and that applies prior to the Term B Loan Termination Date, so long as all Lenders also receive the benefit of such restrictive terms, and which amendment to this Credit Agreement to cause all Lenders to so receive the benefit of such restrictive terms shall not require the consent of any Lender.

"Incremental Loan Facilities" has the meaning provided in Section 2.14(a).

"Incremental Revolving Commitments" has the meaning provided in Section 2.14(a).

"Incremental Revolving Facility" has the meaning provided in Section 2.14(a).

"Incremental Term Loan" has the meaning provided in Section 2.14(a).

"Incremental Term Loan Joinder Agreement" means a lender joinder agreement, in a form reasonably satisfactory to the Administrative Agent, the Borrower and each Lender extending Incremental Term Loans, executed and delivered in accordance with the provisions of Section 2.14(c).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with IASB IFRS:

(a) all Funded Debt;

(b) net obligations under Swap Contracts; and

(c) Support Obligations in respect of Indebtedness of another Person.

For purposes hereof, the amount of Indebtedness shall be determined (i) based on Swap Termination Value in the case of net obligations under Swap Contracts under clause (b) and (ii) based on the outstanding principal amount of the Indebtedness that is the subject of the Support Obligations in the case of Support Obligations under clause (c), and shall (A) include the Indebtedness of any partnership or joint venture or other similar entity in which such Person is a general partner or joint venturer, and has personal liability for such obligations, but only to the extent there is recourse to such Person for payment thereof and such Indebtedness would be included in the calculation of Consolidated Net Debt, (B) in the case of Holdings and its Restricted Subsidiaries, exclude all intercompany Indebtedness which is repayable on demand or has a term not exceeding 364 days (inclusive of any roll over or extensions or terms) and made in the ordinary course of business and (C) exclude (i) accruals for payroll, obligations under employment arrangements and other liabilities accrued in the ordinary course of business, (ii) deferred compensation payable to officers, directors or employees of such Person or any of its Subsidiaries, (iii) deferred rent, deferred revenue and deferred Taxes, in each case, in the ordinary course of business and (iv) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller.

"Indemnified Taxes" means, with respect to any Recipient, (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Credit Document and (b) to the extent not otherwise describe in clause (a), Other Taxes.

"Indemnitee" has the meaning provided in Section 11.04(b).

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm or consultant, in each case of nationally recognized standing that is, in the good faith determination of the Borrower, qualified to perform the task for which it has been engaged (which shall include any of the "Big Four" accounting firms).

"Industrial Designs" means (a) all industrial designs arising under the laws of Canada and similar IP Rights throughout the world, (b) all registrations and applications for registration thereof in Canada or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office, together with any and all renewals thereof.

"Information" has the meaning provided in Section 11.07.

"Insider" means, for purposes of the definition of "Change of Control", any Person or Persons that would be an "insider" under clause (c) of the definition of "insider" set forth in Section 1.1 of the Ontario Securities Act, R.S.O. 1990, C. S.5.

"Intellectual Property" means all (a) intellectual property arising under applicable Law, including Internet Domain Names, Patents, Copyrights, Industrial Designs, Trademarks, designs and trade secrets, (b) all registrations and applications for registration thereof, together with any and all renewals thereof.

"Intellectual Property Security Agreement" has the meaning set forth in the Canadian Security Agreement.

"Intercompany License Agreement" means any cost sharing agreement, commission or royalty agreement, license or sub-license agreement, distribution agreement, services agreement, IP Rights transfer agreement or any related agreements, in each case (i) where all the parties to such agreement are one or more of the Borrower or any of its Subsidiaries, and (ii) in connection with a Tax structuring, transfer pricing, or similar arrangement, including as may be implemented for BEPS regulatory compliance (or similar statutes) in applicable jurisdictions.

"Intercreditor Agreements" means, collectively, (i) any Junior Intercreditor Agreement and (ii) any Parity Intercreditor Agreement or (iii) any other intercreditor agreement or subordination agreement or written arrangement permitted by this Credit Agreement the terms of which are reasonably satisfactory to the Administrative Agent and the Borrower, in each case to the extent then in effect.

"Interest Payment Date" means, (a) as to any Base Rate Loan (including Swingline Loans), the last Business Day of each March, June, September and December, the Revolving Termination Date and the date of the final principal amortization payment on the Term B Loans, as applicable, and, in the case of any Swingline Loan, any other dates as may be mutually agreed upon by the Borrower and the Swingline Lender, (b) any Revolving Loan that is a RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and the Revolving Termination Date, and (c) as to any Term Benchmark Loan, the last Business Day of each Interest Period for such Loan, the date of repayment of principal of such Loan, the Revolving Termination Date and the date of the final principal amortization payment on the Term B Loans, as applicable, and in addition, where the applicable Interest Period exceeds three (3) months, the date every three (3) months after the beginning of such Interest Period. If an Interest Payment Date falls on a date that is not a Business Day, such Interest Payment Date shall be deemed to be the immediately succeeding Business Day.

"Interest Period" means, as to each Term Benchmark Loan, the period commencing on the date such Term Benchmark Loan is disbursed or converted to or continued as a Term Benchmark Loan and ending on the date one (1), three (3) or six (6) months thereafter (other than a Term Benchmark Borrowing in Canadian Dollars which ending date will be one (1) or three (3) months thereafter), as selected by the Borrower in its Loan Notice; *provided that*:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the immediately succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) no Interest Period with respect to any Revolving Loan shall extend beyond the Revolving Termination Date; and

(d) no Interest Period with respect to the Term B Loans shall extend beyond any principal amortization payment date for such Loans, except to the extent that the portion of such Loan comprised of Term Benchmark Loans that is expiring prior to the applicable principal amortization payment date *plus* the portion comprised of Base Rate Loans equals or exceeds the principal amortization payment then due.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"Internet Domain Names" means the rights of Internet domain name registrants in Internet domain names.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person of or in the Capital Stock, Indebtedness or other equity or debt interest of another Person, whether by means of (a) the purchase or other acquisition of Capital Stock of another Person, (b) a loan, advance or capital contribution to, guaranty or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor undertakes any Support Obligation with respect to Indebtedness of such other Person (excluding, in the case of Holdings and its Restricted Subsidiaries, intercompany loans, advances, or Indebtedness which is repayable on demand or having a term not exceeding 364 days (inclusive of any roll over or extensions of terms) and made in the ordinary course of business), or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Involuntary Disposition" means the receipt by any member of the Restricted Group of any cash insurance proceeds or condemnation awards payable by reason of theft, loss, physical destruction or damage, loss of use, taking or similar event with respect to any of its Properties.

"IP License" means any written agreement, now or hereafter in effect, granting to any Person any license to Intellectual Property.

"IP Rights" has the meaning provided in Section 6.20.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the time of issuance of such Letter of Credit).

"Issuer Documents" means, with respect to any Letter of Credit, the L/C Application and any other document, agreement or instrument entered into by the Borrower and an L/C Issuer (or in favor of an L/C Issuer) relating to such Letter of Credit.

"Joinder Agreement" means a joinder agreement substantially in the form of Exhibit 7.12, executed and delivered in accordance with the provisions of Section 7.12.

"Junior Financing" has the meaning set forth in Section 8.10(a).

"Junior Financing Documentation" means any documentation governing any Junior Financing.

"Junior Intercreditor Agreement" means an intercreditor agreement to be entered into among the Collateral Agent and one or more senior representatives for holders of Indebtedness permitted by this Credit Agreement to be secured by the Collateral on a junior basis, in form and substance reasonably satisfactory to the Collateral Agent and the Borrower.

"Latest Maturity Date" means, at any date of determination, the latest Maturity Date applicable to any Loan or Commitment hereunder at such time, including the latest maturity date of any Extended Term Loans, Extended Revolving Commitments, Incremental Term Loans, Incremental Revolving Loans, Refinancing Term Loans and Replacement Revolving Commitments, in each case, as extended in accordance with this Credit Agreement from time to time.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes, executive orders and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority, including, without limitation, Environmental Laws.

"L/C Advance" means, with respect to each Lender, such Lender's funding of its participation in any L/C Borrowing.

"L/C Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the applicable L/C Issuer.

"L/C Borrowing" means any extension of credit resulting from a drawing under any Letter of Credit that has not been reimbursed.

"L/C Commitment" means, with respect to the Dollar L/C Issuer or the Multicurrency L/C Issuer, the commitment of the Dollar L/C Issuer or the Multicurrency L/C Issuer to issue and to honor payment obligations under Letters of Credit and, with respect to each Revolving Lender, the commitment of such Revolving Lender to purchase participation interests in L/C Obligations up to the Canadian Dollar Equivalent of such Lender's Multicurrency Revolving Commitment Percentage thereof, in each case to the extent provided in Section 2.03(c).

"L/C Commitment Percentage" means, as to each L/C Revolving Lender at any time, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is the sum of such L/C Revolving Lender's Multicurrency Revolving Committed Amount and such L/C Revolving Lender's Dollar Revolving Committed Amount at such time and the denominator of which is the L/C Committed Amount at such time.

"L/C Committed Amount" means, at any time, the sum of the Aggregate Multicurrency Revolving Committed Amount plus the Aggregate Dollar Revolving Committed Amount at such time and as to any L/C Revolving Lender, its L/C Commitment Percentage of the L/C Committed Amount; *provided that* for the avoidance of doubt, the L/C Sublimit shall govern the maximum amount of L/C Obligations that may be outstanding pursuant to Section 2.01(b).

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Issuer" means a Dollar L/C Issuer or a Multicurrency L/C Issuer, and "L/C Issuers" means, collectively, each Dollar L/C Issuer and Multicurrency L/C Issuer.

"L/C Obligation" means a Dollar Facility L/C Obligation or a Multicurrency Facility L/C Obligation, as the context may require, and "L/C Obligations" means Dollar Facility L/C Obligations and Multicurrency Facility L/C Obligations, collectively.

"L/C Revolving Lender" means a Dollar Revolving Lender or a Multicurrency Revolving Lender, and the "L/C Revolving Lenders" refers to the Dollar Revolving Lenders and the Multicurrency Revolving Lenders, collectively.

"L/C Stated Amount" of each Letter of Credit means the maximum amount available to be drawn thereunder (regardless of whether any conditions or other requirements for drawing could then be met).

"L/C Sublimit" has the meaning provided in Section 2.01(b).

"L/C Sublimit Expiration Date" means the day that is seven (7) days prior to the Revolving Termination Date then in effect (or, if such day is not a Business Day, the immediately preceding Business Day).

"LCA Election" has the meaning provided in Section 1.11.

"Lead Arrangers" means Goldman Sachs, Ares Capital Management LLC, Canadian Imperial Bank of Commerce and The Bank of Nova Scotia.

"Legal Reservations" means:

(a) In relation to any English Subsidiary and the laws of England and Wales:

(i) the principle that certain remedies may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, examinership, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors;

(ii) the principle that an obligation and the rights of a creditor with respect to it may be affected by general law doctrines or statutory relief particularly in relation to matters such as fraud, misrepresentation, mistake, duress, unconscionable conduct, unfair contracts legislation, frustration, estoppel, waiver, lapse of time, penalties, courts retaining their ability to adjudicate, public policy or illegality;

(iii) the principle that the exercise of rights, powers or remedies under, or in relation to, any security or the Credit Documents (including, without limitation, the application of the proceeds of insurance, property, sale or enforcement) is subject to a number of general law or statutory restrictions, requirements and duties;

(iv) the time barring of claims under applicable limitation laws (including the Limitation Acts) and defences of acquiescence, set off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void;

(v) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(vi) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(vii) the principle that in certain circumstances security granted by way of fixed charge may be recharacterized as a floating charge or that security purported to be constituted by an assignment may be recharacterized as a charge;

(viii) the principle that the creation or purported creation of security over any contract or agreement which is subject to a prohibition on transfer, assignment or charging (including any lease of real property) may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security has purportedly been created;

(ix) the principle that the legality, validity, binding nature or enforceability of any security under a Collateral Document which is not governed by the laws of the jurisdiction where the asset or assets purported to be secured under that Collateral Document are situated may be flawed; or

(x) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Collateral Agent or other similar provisions; and

(b) in relation to any Australian Subsidiary and the laws of Australia:

(i) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(ii) the time barring of claims under the statutes of limitation defences of set-off or counterclaim, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim; and

(iii) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered to the applicable Agent under this Credit Agreement.

"Lender" means each of the Persons identified as a "Lender" on the signature pages hereto (and, as appropriate, includes the Swingline Lender) and each Person who joins as a Lender pursuant to the terms hereof, together with its successors and permitted assigns.

"Lender Default" means (i) the refusal or failure of any Lender to make available its portion of any incurrence of Loans or participations in Letters of Credit when required hereunder, which refusal or failure (if not cured within one (1) Business Day after the date of such refusal or failure, together with any applicable default, shall be specifically identified in such writing) has not been satisfied; (ii) the failure of any Lender to pay over to any Agent, any L/C Issuer or any other Lender any other amount required to be paid by it hereunder within one (1) Business Day of the date when due, unless the subject of a good faith dispute; (iii) the notification by a Lender to the Borrower or any Agent that such Lender does not intend or expect to comply with any of its funding obligations hereunder or a public statement by a Lender to that effect with respect to such Lender's funding obligations hereunder; (iv) the failure by a Lender, within one (1) Business Day after written request by the Administrative Agent or the Borrower, to confirm in a manner reasonably satisfactory to the Administrative Agent that such Lender will comply with such Lender's obligations hereunder (*provided that* such Lender shall cease to be a Defaulting Lender pursuant to this clause (iv) upon receipt of such written confirmation by the Administrative Agent); (v) the admission in writing by a Distressed Person that it is insolvent or such Distressed Person becoming subject to a Lender-

Related Distress Event or (vi) such Lender has, or has a parent company that has, become the subject of a Bail-In Action.

"Lender-Related Distress Event" means, with respect to any Lender, that such Lender or any Person that directly or indirectly controls such Lender (each, a "Distressed Person"), as the case may be, is or becomes subject to a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver, or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person, or any Person that directly or indirectly controls such Distressed Person is subject to a forced liquidation or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt or such Distressed Person becomes the subject of a Bail-In Action; *provided that* a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Capital Stock in any Lender or any Person that directly or indirectly controls such Lender by a Governmental Authority or an instrumentality thereof, so long as such ownership or acquisition does not result in or provide such person with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Lending Office" means, as to any Lender, such office or offices of such Lender set forth in such Lender's Administrative Questionnaire or such other office or offices as a Lender may from time to time provide notice of to the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any branch of such Lender or such Affiliate. Unless the context otherwise requires, each reference to a Lender shall include its applicable Lending Office.

"Letter of Credit" means any letter of credit issued pursuant to this Credit Agreement.

"Letter of Credit Cap" means the amount set forth opposite each L/C Issuer on Schedule 1.01C; *provided that* such Schedule may be revised from time to time by the Borrower, the Administrative Agent and such L/C Issuer to change such L/C Issuer's Letter of Credit Cap or by the Borrower, the Administrative Agent and any new L/C Issuer to establish a Letter of Credit Cap for such new L/C Issuer.

"Letter of Credit Fees" has the meaning provided in Section 2.09(c)(i).

"Liabilities" has the meaning provided in the definition of the term "Solvent".

"Lien" means any mortgage, pledge, hypothecation, hypothec, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property and any financing lease having substantially the same economic effect as any of the foregoing). For the avoidance of doubt, "Lien" shall be deemed to not include any IP License or other contractual obligation relating to any IP License.

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, each Acts of Parliament of the United Kingdom, applicable only to England and Wales.

"Limited Condition Acquisition" means any (i) Permitted Acquisition or other similar Investment by the Borrower or one or more of its Restricted Subsidiaries permitted by this Credit Agreement whose consummation is not conditioned on the availability of, or on obtaining, third party acquisition financing and which is designated as a Limited Condition Acquisition to the Administrative Agent by the prior written election of the Borrower or (ii) repurchase, repayment or prepayment of Indebtedness or the repurchase or redemption (directly or indirectly) of any preferred Capital Stock that requires irrevocable notice in advance thereof.

"Loan" means any Revolving Loan, Swingline Loan, Term B Loan or Incremental Term Loan, and the Base Rate Loans, RFR Loans and Term Benchmark Loans comprising such Loans.

"Loan Notice" means a notice of (a) a Borrowing of Loans (including Swingline Loans), (b) a conversion of Loans from one (1) Type to the other, or (c) a continuation of Term Benchmark Loans, which shall be substantially in the form of Exhibit 2.02.

"Loan Obligations" means the Revolving Obligations, Term B Loans and Incremental Term Loans; *provided that* Excluded Swap Obligations shall not be a Loan Obligation of any Guarantor that is not a Qualified ECP Guarantor.

"Local Time" means (a) with respect to a Loan or Borrowing denominated in Dollars, New York City time, (b) with respect to a Loan or Borrowing denominated in Canadian Dollars, Toronto time, (c) with respect to a Loan or Borrowing denominated in Australian Dollars, Sydney time, and (d) with respect to a Loan or Borrowing denominated in any other Approved Currency, London time.

"LTM Consolidated EBITDA" means Consolidated EBITDA for the most recently ended Test Period (determined on a Pro Forma Basis in accordance with Section 1.08).

"Market Capitalization" means an amount equal to (a) the total number of issued and outstanding shares of Capital Stock of the Holdings or any direct or indirect parent company on the date of declaration of the relevant dividend multiplied by (b) the arithmetic mean of the closing prices per share of such Capital Stock on the primary exchange on which such Capital Stock is listed for the thirty (30) consecutive trading days immediately preceding the date of declaration of such dividend.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets, properties, liabilities (actual or contingent) or financial condition of Holdings and its Restricted Subsidiaries, taken as a whole; (b) a material impairment of the rights and remedies of any Agent or any Lender under any material Credit Document; or (c) a material adverse effect upon the legality, validity, binding effect or the enforceability against any Credit Party of any material Credit Document to which it is a party.

"Material Intellectual Property" means all Intellectual Property that is material to the business of the Borrower and its Subsidiaries, taken as a whole.

"Material Subsidiary" means, at any date of determination, any Restricted Subsidiary of the Borrower that generated more than [*percentage redacted*] of the Consolidated Group's Consolidated EBITDA for the four quarters ending on, the last day of the most recently ended Test Period or, if such date of determination is prior to the first delivery date under either such Section, on (or, in the case of revenues, for the four quarters ending on) the last day of the most recently ended Test Period (it being understood that any such determination with respect to assets and Consolidated EBITDA shall be made on a Pro Forma Basis).

"Maturity Date" means (i) with respect to the Revolving Loans, the Revolving Termination Date, (ii) with respect to the Term B Loans, the Term B Loan Termination Date, (iii) with respect to any tranche of Extended Term Loans or Extended Revolving Commitments, the final maturity date as specified in the applicable Additional Credit Extension Amendment, (iv) with respect to any Incremental Term Loans or Incremental Revolving Loans, the final maturity date as specified in the applicable amendment, (v) with respect to any Refinancing Term Loans, the final maturity date as specified in the applicable Additional Credit Extension Amendment, and (vi) with respect to any Replacement Revolving Commitments, the final maturity date as specified in the applicable Additional Credit Extension Amendment; *provided that*, in each case, if such day is not a Business Day, the Maturity Date shall be the Business Day immediately succeeding such day.

"Maximum Rate" has the meaning assigned to such term in Section 11.09.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multicurrency Facility L/C Obligations" means, at any date of determination, the Multicurrency Facility Percentage multiplied by the sum of (x) the aggregate Canadian Dollar Equivalent amount available to be drawn under all outstanding Letters of Credit at such date *plus* (y) the aggregate Canadian Dollar Equivalent of all L/C Borrowings at such date. For all purposes of this Credit Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.13 or Rule 3.14 of the ISP or any similar term stated in the Letter of Credit or in rules or laws to which the Letter of Credit is made subject or if there is a pending drawing, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Multicurrency Facility Percentage" means, at any time, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is the Aggregate Multicurrency Revolving Committed Amount at such time and the denominator of which is the L/C Committed Amount at such time.

"Multicurrency L/C Issuer" means Goldman Sachs, Canadian Imperial Bank of Commerce and The Bank of Nova Scotia, in their capacities as issuers of Letters of Credit hereunder, together with their respective successors in such capacity; *provided that* no other Lender shall be obligated to become a Multicurrency L/C Issuer hereunder. References herein and in the other Credit Documents to the Multicurrency L/C Issuer shall be deemed to refer to the Multicurrency L/C Issuer in respect of the applicable Letter of Credit or to all Multicurrency L/C Issuers, as the context requires.

"Multicurrency Revolving Commitment" means, for each Multicurrency Revolving Lender, the commitment of such Lender to make Multicurrency Revolving Loans (and to share in Multicurrency Revolving Obligations) hereunder, under documentation relating to Incremental Revolving Commitments or pursuant to an Additional Credit Extension Amendment, in each case in the amount of such Lender's Multicurrency Revolving Committed Amount, as such commitment may be increased or decreased pursuant to the other provisions hereof. The original aggregate principal amount of the Multicurrency Revolving Commitment on the Closing Date is C$105.0 million.

"Multicurrency Revolving Commitment Percentage" means, for each Multicurrency Revolving Lender, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is such Multicurrency Revolving Lender's Multicurrency Revolving Committed Amount and the denominator of which is the Aggregate Multicurrency Revolving Committed Amount. The Multicurrency Revolving Commitment Percentages as of the Closing Date are set forth in Schedule 1.01A under the column entitled "Multicurrency Revolving Commitment Percentage".

"Multicurrency Revolving Committed Amount" means, for each Multicurrency Revolving Lender the amount set forth in Schedule 1.01A under the row applicable to such Lender in the column entitled "Multicurrency Revolving Committed Amount", in the Assignment and Assumption by which such Multicurrency Revolving Lender became a Multicurrency Revolving Lender or in any documentation relating to Incremental Revolving Commitments or Additional Credit Extension Amendments, as such Multicurrency Revolving Committed Amount may be reduced or increased pursuant to the other provisions hereof.

"Multicurrency Revolving Facility" means the Aggregate Multicurrency Revolving Commitments and the provisions herein related to the Multicurrency Revolving Loans and the Letters of Credit.

"Multicurrency Revolving Lenders" means the Persons listed on Schedule 1.01A under the heading "Multicurrency Revolving Lenders" together with their successors and permitted assigns, and any Person that shall be designated a "Multicurrency Revolving Lender" pursuant to Incremental Revolving Commitments or an Additional Credit Extension Amendment in accordance with the provisions hereof.

"Multicurrency Revolving Loan" has the meaning provided in Section 2.01(a)(ii).

"Multicurrency Revolving Notes" means the promissory notes, if any, given to evidence the Multicurrency Revolving Loans, as amended, restated, modified, supplemented, extended, renewed or replaced. A form of Multicurrency Revolving Note is attached as Exhibit 2.13-2.

"Multicurrency Revolving Obligations" means the Multicurrency Revolving Loans and the Multicurrency Facility L/C Obligations.

"Net Cash Proceeds" means the aggregate proceeds paid in Cash and Cash Equivalents received by any member of the Restricted Group in connection with any Subject Disposition, Involuntary Disposition or incurrence of Indebtedness or issuance of Capital Stock, net of (a) attorneys' fees, accountants' fees, investment banking fees, sales commissions, underwriting discounts, survey costs, title insurance premiums, and related search and recording charges, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees and expenses, in each case, actually incurred in connection therewith and directly attributable thereto, (b) Taxes paid or payable as a result thereof (estimated reasonably and in good faith by the Borrower and after taking into account any available Tax credits or deductions and any tax sharing arrangements), (c) repayments of Indebtedness secured by such assets (in the case only of (x) other Indebtedness secured by prior Liens on such assets and (y) the proportionate share of any proceeds of asset sales attributable to other Indebtedness secured on a *pari passu* basis with the Loans) and (d) solely with respect to a Subject Disposition, the amount of any reasonable reserve established in accordance with IASB IFRS against any adjustment to the sale price or any liabilities (other than any Taxes deducted pursuant to clause (b) above) (i) related to any of the Property Disposed of in such Subject Disposition and (ii) retained by the Borrower or any of the Subsidiaries including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (*provided*, *however*, *that* the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds from and after the date of such reduction). For purposes hereof, "Net Cash Proceeds" includes any Cash and Cash Equivalents received upon the Disposition of any non-cash consideration received by any member of the Restricted Group in any Subject Disposition or Involuntary Disposition and excludes any proceeds from any Dormant Subsidiary Liquidation.

"New York Courts" means any New York State court or federal court of the United States sitting in New York City in the borough of Manhattan, and any appellate court from any thereof.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Non-Extension Notice Date" has the meaning provided in Section 2.03(b)(iii).

"Notes" means the Revolving Notes, the Swingline Note and the Term B Notes.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided that* if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; *provided*, *further*, *that* if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Credit Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" means the Borrower Obligations and the Guaranteed Obligations, other than Excluded Swap Obligations.

"OFAC" has the meaning assigned to such term in Section 6.24(a).

"Offered Amount" has the meaning set forth in Section 2.06(b)(iv)(A).

"Offered Discount" has the meaning set forth in Section 2.06(b)(iv)(A).

"Organization Documents" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Alternative Currency" has the meaning assigned to such term in the definition of "Alternative Currency".

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or under any other Credit Document or from the execution, delivery, registration or enforcement of, or otherwise with respect to, this Credit Agreement or any other Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment pursuant to Section 11.13).

“Outstanding Amount” means (a) with respect to Revolving Loans on any date, the Canadian Dollar Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Revolving Loans occurring on such date; (b) with respect to Swingline Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Swingline Loans occurring on such date; (c) with respect to any L/C Obligations on any date, the Canadian Dollar Equivalent amount of the aggregate outstanding amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts; and (d) with respect to the Term B Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any prepayments or repayments of the Term B Loans on such date.

“Over the Wall Personnel” means, with respect to any Lender, any senior employees of such Lender or any of its affiliates who are required, in accordance with industry regulations or such Lender’s or any of its affiliates’ internal policies and procedures to act in a supervisory capacity and such Lender’s and any of its affiliates’ internal legal, audit, tax, compliance, conflicts, credit and risk management personnel and internal committee members.

“Overnight Bank Funding Rate” means, for any day, (a) with respect to any amount denominated in Dollars, the rate comprised of both overnight federal funds and overnight eurodollar by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate) and (b) with respect to any amount denominated in an Alternative Currency, the rate of interest per annum at which overnight deposits in the applicable Alternative Currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of Goldman Sachs in the applicable offshore interbank market for such currency to major banks in such interbank market.

“Pari Passu Secured Obligations” means any Indebtedness of the Credit Parties secured by Liens on the Collateral on a pari passu basis (including any obligations subject to a Parity Intercreditor Agreement) with the Secured Obligations that is not prohibited by this Credit Agreement.

“Parity Intercreditor Agreement” means (x) the intercreditor agreement, dated as of the date hereof, among the Borrower, the Collateral Agent, the Senior Secured 2029 Notes Collateral Agent and (y) any other intercreditor agreement to be entered into among the Borrower, the Collateral Agent and one or more senior representatives for holders of any other Pari Passu Secured Obligations, substantially in the form of Exhibit 1.01E hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, or any other intercreditor agreement among the foregoing on terms that are reasonably acceptable to the Collateral Agent and the Borrower.

“Participant” has the meaning provided in Section 11.06(d).

“Participant Register” has the meaning provided in Section 11.06(d).

“Participating Lender” has the meaning set forth in Section 2.06(b)(iii)(B).

“Participating Member State” means each state so described in any EMU Legislation.

“Patents” means (a) all letters patent of the United States, Canada or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States, Canada or any other country, including registrations, recordings and pending applications in the United States Patent & Trademark Office, the Canadian Intellectual Property Office, or any similar offices in any other country; and (b) all reissues, continuations, divisions, continuations-in-part, improvements or extensions thereof, and the inventions or designs claimed therein.

"Patriot Act" means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"PBA" means the Pension Benefits Act (Ontario) or any other applicable provincial or federal pension standards legislation in Canada, in each case including the regulations and rules promulgated thereunder, as amended, and any successor statute thereto.

"Perfection Requirements" means:

(a) in respect of any English Subsidiary, the making or the procuring of the appropriate registrations, filing, endorsements, acknowledgements, notarization, stampings and/or notifications of the Collateral Documents and/or the security created under the Collateral Documents to which it is party to; and

(b) in respect of any Australian Subsidiary, the making or the procuring of the appropriate registrations, filing, stamping and/or notifications of the Collateral Documents and/or the Liens created under the Collateral Documents to which it is a party.

"Periodic Term CORRA Determination Day" has the meaning assigned to such term in the definition of "Term CORRA".

"Permitted Acquisition" means any Acquisition; *provided that* no Default or Event of Default shall have occurred and be continuing or exist immediately after giving effect to such Acquisition (or, in the case of any Limited Condition Acquisition, no Specified Event of Default shall have occurred and be continuing on the Transaction Agreement Date).

"Permitted Bond Hedge Transaction" means any call or capped call option (or substantively equivalent derivative transaction) on Holdings' common stock purchased by Holdings in connection with the issuance of any Convertible Indebtedness; *provided that* the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received by the Borrower from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received by the Borrower from the sale of such Convertible Indebtedness issued in connection with the Permitted Bond Hedge Transaction.

"Permitted Business" means the businesses of Holdings and its Subsidiaries conducted on the Closing Date and any business reasonably related, ancillary or complementary thereto and any reasonable extension thereof.

"[*Defined term redacted*]" means [*definition redacted*].

"Permitted Liens" means Liens permitted pursuant to Section 8.01.

"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, renewal, replacement, exchange or extension of any Indebtedness of such Person (for purposes of this definition, a "refinancing", and "refinanced" shall be construed accordingly); *provided that*:

(a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so refinanced except by an amount equal to unpaid accrued interest and premium thereon plus other amounts owing or paid related to such Indebtedness, and fees and expenses incurred, in connection with such Refinancing;

(b) except with respect to a Permitted Refinancing in the form of a bridge loan intended to be refinanced with a securities offering the maturity date of which provides for an automatic extension of the maturity date thereof, to a date that is not earlier than the maturity date of the Indebtedness being refinanced, the Indebtedness resulting from such refinancing shall not mature prior to the maturity date of, or have a shorter Weighted Average Life to Maturity than, the Indebtedness being refinanced (or, if earlier, such Indebtedness matures later than, or has a longer Weighted Average Life to Maturity than, the Term Loans);

(c) to the extent such Indebtedness being refinanced is secured by a Lien on the Collateral, the Lien securing such Indebtedness as refinanced (i) shall not be senior in priority to the Lien on the Collateral securing the Indebtedness being refinanced and (ii) shall only be on the assets that previously secured the Indebtedness being refinanced and after acquired property that would have been required to be subject to a Lien securing the Indebtedness being refinanced;

(d) to the extent such Indebtedness being refinanced is unsecured, such refinancing shall also be unsecured;

(e) if such Indebtedness being refinanced is subordinated in right of payment to the Secured Obligations, the Indebtedness resulting from such refinancing is subordinated in right of payment to the Secured Obligations on terms not materially more favorable, taken as a whole (as reasonably determined by the Borrower) to the lenders providing such refinancing (except, in each case, for such other terms and conditions that are (A) applied at the time of the incurrence of the Refinancing Debt so that the Lenders also receive the benefit of such provisions, (B) applicable only to periods after the Latest Maturity Date of the Term Loans existing at the time of such refinancing, (C) market terms and conditions for such type of Indebtedness at the time of incurrence or issuance of such refinancing or (D) otherwise reasonably acceptable to the Required Lenders); and

(f) the Indebtedness resulting from such refinancing is incurred by one or more Persons who is an obligor of the Indebtedness being refinanced.

For the avoidance of doubt, if such Permitted Refinancing is secured by (i) Liens on the Collateral that are *pari passu* in priority to the Liens on the Collateral securing the Secured Obligations, it shall be subject to a Parity Intercreditor Agreement or (ii) Liens on the Collateral that are junior in priority to the Liens on the Collateral, it shall be subject to a Junior Intercreditor Agreement, as applicable.

"Permitted Reorganization" means any re-organization or other similar activities among Holdings, the Borrower and its Subsidiaries related to Tax planning and re-organization, so long as, after giving effect thereto, (a) the Credit Parties are in compliance with the Collateral and Guarantee Requirement and Sections 7.12, 7.13 and 7.14, (b) taken as a whole, the value of the Collateral securing the Secured Obligations and the Guarantees by the Guarantors of the Secured Obligations are not materially reduced and (c) the Liens in favor of the Collateral Agent for the benefit of the Secured Parties under the Collateral Documents are not materially impaired.

"Permitted Warrant Transaction" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) on Holdings' common stock sold by Holdings substantially concurrently with any purchase by Holdings of a related Permitted Bond Hedge Transaction.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Platform" has the meaning provided in Section 7.02.

"PPSA" means the Personal Property Security Act (Ontario) and the regulations thereunder, as from time to time in effect, *provided, however, that* if attachment, perfection or priority of the Collateral Agent's security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, PPSA shall mean those personal property security laws in such other jurisdiction, or, in the case of Québec, other applicable law governing security interest in personal property (including the Civil Code of Québec and the regulation respecting the register of personal and movable real rights thereunder), for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Prepayment Fee" has the meaning provided in Section 2.06(e).

"Present Fair Saleable Value" has the meaning provided in the term "Solvent".

"Prime Rate" has the meaning provided in the definition of the term Base Rate.

"Pro Forma Basis" and "Pro Forma Effect" mean, with respect to any Subject Disposition, Acquisition, Incremental Loan Facilities, Incremental Equivalent Debt, any other Specified Transaction or the Transactions, for purposes of determining the applicable pricing level under the definition of "Applicable Percentage" and determining compliance with any financial ratio or condition, or in connection with determining compliance with the financial covenant in Section 8.11, and the requirements of the definition of "Material Subsidiary" hereunder, the determination or calculation of such test, covenant, ratio or condition (including in connection with Specified Transactions) in accordance with Section 1.08; and, further, that such Subject Disposition, Acquisition, Incremental Loan Facilities, Incremental Equivalent Debt, other Specified Transaction or the Transactions shall be deemed to have occurred as of the first day of the applicable Test Period. Furthermore, for purposes of making calculations on a "Pro Forma Basis" hereunder, (a) in the case of any Subject Disposition, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject of such Subject Disposition shall be excluded to the extent relating to any period prior to the date thereof and (ii) Indebtedness paid or retired in connection with such Subject Disposition shall be deemed to have been paid and retired as of the first day of the applicable period; and (b) in the case of any Acquisition or Investment, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject thereof shall be included to the extent relating to any period prior to the date thereof and (ii) Indebtedness incurred in connection with such Acquisition or Investment shall be deemed to have been incurred as of the first day of the applicable period (and interest expense shall be imputed for the applicable period assuming prevailing interest rates hereunder).

"Pro Rata Share" means, with respect to each Lender at any time a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of outstanding Term B Loans, Dollar Revolving Commitments, Multicurrency Revolving Commitments, as applicable, of such Lender at such time and the denominator of which is the aggregate amount of Term B Loans of all Lenders, Dollar Revolving Commitments of all Lenders or Multicurrency Revolving Commitments of all Lenders, as applicable, at such time; *provided that* if any such Revolving Commitments have been terminated, then the Pro Rata Share of each applicable Lender shall be determined based on the Pro Rata Share of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

"Property" means an interest of any kind in any property or asset, whether real, personal or mixed, and whether tangible or intangible.

"Public Accounting Firm" has the meaning provided in the Canadian Securities Laws and shall be independent of the Borrower as prescribed by the Securities Laws.

"Public Lender" has the meaning provided in Section 7.02.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning assigned to it in Section 11.21.

"Qualified Capital Stock" means any Capital Stock other than Disqualified Capital Stock.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Credit Party that has Total Assets exceeding [*figure redacted*] at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualifying Lender" has the meaning set forth in Section 2.06(b)(iv)(C).

"Ratable Net Proceeds Share" means, at any time with respect to any Net Cash Proceeds of a Subject Disposition or Involuntary Disposition, the product of (x) such Net Cash Proceeds and (y) a fraction, the numerator of which is the aggregate principal amount of Applicable Pari Passu Debt outstanding at such time and the denominator of which is sum of the (A) aggregate principal amount of the Revolving Loans and Swingline Loans outstanding at such time plus (B) aggregate principal amount of Term Loans outstanding at such time plus (C) aggregate principal amount of Applicable Pari Passu Debt outstanding at such time.

"Recipient" has the meaning provided in the definition of the term "Excluded Taxes".

"Reference Time" with respect to any setting of the then-current Benchmark means (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) if such Benchmark is EURIBOR Rate, 11:00 a.m. (Brussels time) two TARGET Days preceding the date of such setting, (c) if such Benchmark is Adjusted Term CORRA Rate, 1:00 pm (Toronto, Ontario time) on the day that is two (2) Business Days prior to the date of such setting, (d) if such Benchmark is the AUD Rate, 11:00 a.m. (Sydney, Australia time), on the Business Day of such setting, (e) if the RFR for such Benchmark is SONIA, then five (5) RFR Business Days prior to such setting, (f) if the RFR for such Benchmark is Daily Simple SOFR, then five (5) RFR Business Days prior to such setting, (g) if the RFR for such Benchmark is Daily Simple CORRA, then five (5) RFR Business Days prior to such setting, or (h) if such Benchmark is none of the Term SOFR Rate, the EURIBOR Rate, Adjusted Term CORRA Rate, the AUD Rate, SONIA, Daily Simple SOFR, or Daily Simple CORRA the time determined by the Administrative Agent in its reasonable discretion.

"Refinancing Debt" has the definition set forth in Section 2.18(a).

"Refinancing Effective Date" has the meaning specified in Section 2.18(b).

"Refinancing Notes/Loans" has the meaning provided in Section 2.18(a).

"Refinancing Term Loans" has the meaning specified in Section 2.18(a).

"Register" has the meaning provided in Section 11.06(c).

"Regulation D" means Regulation D of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Reinvestment Prepayment Date" has the meaning set forth in Section 2.06(c)(ii).

"Rejection Notice" has the meaning set forth in Section 2.06(c)(vii).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means, (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Canadian Dollars, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iv) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, and (v) with respect to a Benchmark Replacement in respect of Loans denominated in any other currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part, thereof.

"Relevant Rate" means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the Adjusted EURIBOR Rate, (iii) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the Adjusted Term CORRA Rate, or (iv) with respect to any Term Benchmark Borrowing denominated in Australian Dollars, the Adjusted AUD Rate.

"Relevant Screen Rate" means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Term SOFR Reference Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Screen Rate, (iii) with respect to any Term Benchmark Borrowing denominated in Australian Dollars, the AUD Screen Rate, or (iv) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, Term CORRA, as applicable.

"Removal Effective Date" has the meaning set forth in Section 10.06.

"Replaced Revolving Commitments" has the meaning specified in Section 2.19(a).

"Replacement Revolving Commitments" has the meaning specified in Section 2.19(a).

"Replacement Revolving Lender" has the meaning specified in Section 2.19(b).

"Repricing Transaction" means (x) the refinancing or repricing of all or any portion of the Term B Loans with term loans the primary purpose of which is to reduce the Effective Yield from that of the Term B Loans or (y) an effective lowering of the Effective Yield of any Term B Loans pursuant to any amendment to the Credit Documents or any conversion or exchange of such Term B Loans; *provided that* a Repricing Transaction shall not be deemed to occur in connection with such a refinancing, repricing, amendment, conversion or exchange done in connection with a Transformative Event or a Change of Control.

"Request for Credit Extension" means (a) with respect to a Borrowing of Loans (including Swingline Loans), a Loan Notice and (b) with respect to an L/C Credit Extension, a L/C Application.

"Required Dollar Revolving Lenders" means, as of any date of determination, Lenders having more than [*percentage redacted*] of the Aggregate Dollar Revolving Commitments or, if the Dollar Revolving Commitments shall have expired or been terminated, Lenders holding more than [*percentage redacted*] of the aggregate principal amount of Dollar Revolving Obligations (including, in each case, the aggregate principal amount of each Lender's risk participation and funded participation in L/C Obligations and Swingline Loans).

"Required L/C Lenders" means, as of any date of determination, Lenders having more than [*percentage redacted*] of the sum of the Aggregate Dollar Revolving Commitments and the Aggregate Multicurrency Revolving Commitments at such date or, if the Dollar Revolving Commitments and the Multicurrency Revolving Commitments if the Revolving Commitments shall have expired or been terminated, Lenders holding more than [*percentage redacted*] of the aggregate principal amount of sum of the Dollar Revolving Obligations and Multicurrency Revolving Obligations (including, in each case, the aggregate principal amount of each Lender's risk participation and funded participation in L/C Obligations and Swingline Loans).

"Required Lenders" means, as of any date of determination, Lenders having more than [*percentage redacted*] of the sum of (i) the Term B Commitments and (ii) the Aggregate Revolving Commitments (or, if the Revolving Commitments shall have expired or been terminated, the Revolving Obligations (including, in each case, the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swingline Loans)).

"Required Multicurrency Revolving Lenders" means, as of any date of determination, Lenders having more than [*percentage redacted*] of the Aggregate Multicurrency Revolving Commitments or, if the Multicurrency Revolving Commitments shall have expired or been terminated, Lenders holding more than [*percentage redacted*] of the aggregate principal amount of Multicurrency Revolving Loans made pursuant to the Multicurrency Revolving Commitments.

"Required Revolving Lenders" means, as of any date of determination, Lenders having more than [*percentage redacted*] of the Aggregate Revolving Commitments or, if the Revolving Commitments shall have expired or been terminated, Lenders holding more than [*percentage redacted*] of the aggregate principal amount of Revolving Obligations (including, in each case, the aggregate principal amount of each Lender's risk participation and funded participation in L/C Obligations and Swingline Loans).

"Required Term B Lenders" means, as of any date of determination, Lenders holding more than [*percentage redacted*] of the aggregate principal amount of Term B Commitment.

"Resignation Effective Date" has the meaning provided in Section 10.06.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Credit Party, the chief executive officer, chief operating officer, the president, any executive vice president, the chief financial officer, the chief accounting officer, the treasurer, any assistant treasurer, any vice president, any senior vice president, any assistant vice president, the secretary or the general counsel of such Credit Party, any manager of such Credit Party (if such Credit Party is a limited liability company) or the general partner of such Credit Party (if such Credit Party is a limited partnership). Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of such Credit Party, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"Restricted Debt Payment" means any payment or prepayment of principal on or redemption, repurchase or acquisition for value of, or defeasement of, or other satisfaction prior to the scheduled maturity thereof in cash in respect of, any Junior Financing of any member of the Restricted Group(it being understood that payments of regularly scheduled principal, interest and fees and mandatory prepayments, expense reimbursement and indemnification obligations, redemptions and related offers to prepay or repurchase, and any AHYDO Payments with respect to, any Junior Financing and, in connection with the amendment of any Junior Financing, the payment of fees (other than in connection with any amendment that reduces or forgives the commitments or outstanding principal amount) shall be permitted).

"Restricted Group" means the Borrower and its consolidated Restricted Subsidiaries, as determined in accordance with IASB IFRS.

"Restricted Lender" has the meaning provided in Section 11.22.

"Restricted Payment" means (i) any dividend or other distribution (whether in cash, securities or other property) with respect to any Capital Stock of any member of the Restricted Group or (ii) any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Capital Stock or of any option, warrant or other right to acquire any such Capital Stock.

"Restricted Subsidiary" means any Subsidiary that is not an Unrestricted Subsidiary.

"Revaluation Date" means (a) with respect to any Loan denominated in any Alternative Currency, each of the following: (i) the date of the Borrowing of such Loan and (ii) (A) with respect to any Term Benchmark Loan, each date of a conversion into or continuation of such Loan pursuant to the terms of this Credit Agreement and (B) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one (1) month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month); (b) with respect to any Letter of Credit denominated in an Alternative Currency, each of the following: (i) the date on which such

Letter of Credit is issued, (ii) the first Business Day of each calendar month and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the available balance thereof; and (c) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

"Revolving Commitment" means, as to each Lender, the sum of such Lender's Dollar Revolving Commitment and Multicurrency Revolving Commitment and "Revolving Commitments" means, collectively, the Dollar Revolving Commitments and Multicurrency Revolving Commitments of all Revolving Lenders.

"Revolving Committed Amount" means, as to each Lender, the sum of such Lender's Dollar Revolving Committed Amount and Multicurrency Revolving Committed Amount.

"Revolving Extension Request" has the meaning specified in Section 2.17(b).

"Revolving Facility" means the Dollar Revolving Facility or the Multicurrency Revolving Facility and "Revolving Facilities" means, collectively, the Dollar Revolving Facility and the Multicurrency Revolving Facility.

"Revolving Lender" means a Dollar Revolving Lender or a Multicurrency Revolving Lender and "Revolving Lenders" means the collective reference to the Dollar Revolving Lenders and the Multicurrency Revolving Lenders.

"Revolving Lender Joinder Agreement" means a joinder agreement, in a form to be agreed among the Administrative Agent, the Borrower and each Lender with an Incremental Revolving Commitment or commitment under an Incremental Revolving Facility, executed and delivered in accordance with the provisions of Section 2.14(b).

"Revolving Loan" means a Dollar Revolving Loan or a Multicurrency Revolving Loan and "Revolving Loans" means, collectively, Dollar Revolving Loans and Multicurrency Revolving Loans.

"Revolving Notes" means the collective reference to the Dollar Revolving Notes and the Multicurrency Revolving Notes.

"Revolving Obligations" means the collective reference to the Dollar Revolving Obligations and the Multicurrency Revolving Obligations.

"Revolving Termination Date" means the fifth anniversary of the Closing Date; *provided that*, if as of the Springing Maturity Date, the Senior Secured 2029 Notes have not been repaid in full, extended, refinanced or replaced, the Revolving Termination Date shall be automatically shortened to be the Springing Maturity Date.

"RFR" means, for any RFR Loan denominated in (a) Sterling, SONIA, (b) Dollars, Daily Simple SOFR and (c) Canadian Dollars, Daily Simple CORRA.

"RFR Borrowing" means, as to any Borrowing, the RFR Loans comprising such Borrowing.

"RFR Business Day" means, for any Loan denominated in (a) Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London, (b) Dollars, a U.S. Government Securities Business Day and (c) Canadian Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which commercial banks in Toronto are authorized or required by law to remain closed.

"RFR Interest Day" has the meaning specified in the definition of "Daily Simple RFR".

"RFR Loan" means a Loan that bears interest at a rate based on the Adjusted Daily Simple RFR.

"S&P" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc. and any successor thereto.

"Sale and Leaseback Transaction" means, with respect to the Borrower or any Subsidiary, any arrangement, directly or indirectly, with any Person (other than a Credit Party) whereby the Borrower or such Subsidiary shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the applicable L/C Issuer, as applicable, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

"Sanctions" has the meaning provided in Section 6.24(a).

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Section 2.02(b) Ratable Share" has the meaning provided in Section 2.02(b).

"Secured Cash Management Agreement" means any agreement between any Credit Party and a Secured Cash Management Provider, in effect on the Closing Date or entered into thereafter, to the extent that the Borrower and such Secured Cash Management Provider have notified Agent in writing of the intent to include the obligations of such Credit Party arising under such agreement as Secured Cash Management Obligations under this Credit Agreement and the other Credit Documents, and such Secured Cash Management Provider shall have acknowledged and agreed to the terms contained herein applicable to Secured Cash Management Providers and the Secured Cash Management Obligations.

"Secured Cash Management Obligations" means, at any time and from time to time with respect to a Credit Party, all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, in any currency and however and whenever created, arising, evidenced or acquired, of such Credit Party owing to any Secured Cash Management Provider under or in connection with any Secured Cash Management Agreement and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable to the Secured Cash Management Provider under or in connection with any such Secured Cash Management Agreements.

"Secured Cash Management Provider" means (i) any Person that is a Lender, an Agent or a Lead Arranger or an Affiliate of a Lender, Agent or Lead Arranger at the time it enters into a Secured Cash Management Agreement (regardless of whether such Person thereafter ceases to be a Lender, an Agent, or a Lead Arranger, or an Affiliate of a Lender, Agent, Lead Arranger or any commercial bank designated by the Borrower), in its capacity as a party thereto and that is designated a "Secured Cash Management Provider" with respect to such Secured Cash Management Agreement in a writing from the Borrower to the Administrative Agent and the Collateral Agent and (ii) any other Person (other than a Person already party hereto as a Lender, Agent or a Lead Arranger and to the extent the Borrower enters into such Secured Cash Management Agreement with such Person in the ordinary course of business) that delivers to the Administrative Agent and the Collateral Agent a letter agreement (A) appointing the Administrative Agent and the Collateral Agent as its agent under the applicable Credit Documents and (B) agreeing to be bound by Sections 11.04, 11.14 and 11.15 and Article X as if such Secured Cash Management Provider were a Lender. The designation of any Secured Cash Management Provider shall not create in favor of such Secured Cash Management Provider any rights in connection with the management or release of Collateral or of the obligations of any Guarantor under the Credit Documents.

"Secured Hedge Agreement" means any Swap Contract permitted under Article VIII that is entered into (or was entered into prior to the Closing Date and is in effect as of the Closing Date) by and between the Borrower or any Subsidiary and any Secured Hedge Bank in the ordinary course of business and not for speculative purposes, to the extent designated by the Borrower and such Secured Hedge Bank as a "Secured Hedge Agreement" in writing to the Administrative Agent and the Collateral Agent. The designation of any Secured Hedge Agreement shall not create in favor of any Secured Hedge Bank any rights in connection with the management or release of Collateral or of the obligations of any Guarantor under the Credit Documents.

"Secured Hedge Bank" means (a) any Person that is a Lender, an Agent, a Lead Arranger or an Affiliate of a Lender, Agent or Lead Arranger (1) with respect to any Swap Contract in effect as of the Closing Date, as of the Closing Date and (2) with respect to any Swap Contract entered into after the Closing Date, at the time it enters into such Swap Contract (in each case, regardless of whether such Person thereafter ceases to be a Lender, an Agent or an Affiliate of a Lender or an Agent), in each case, in its capacity as a party thereto and that is designated a "Secured Hedge Bank" with respect to such Secured Hedge Agreement in a writing from the Borrower to the Administrative Agent and the Collateral Agent, and (b) any other Person (other than a Person already party hereto as a Lender, Agent or Lead Arranger and to the extent the Borrower enters into such Secured Hedge Agreement with such Person in the ordinary course of business and not for speculative purposes) that delivers to the Administrative Agent and the Collateral Agent a letter agreement (i) appointing the Administrative Agent and the Collateral Agent as its agent under the applicable Credit Documents and (ii) agreeing to be bound by Sections 11.04, 11.14 and 11.15 and Article X as if such Secured Hedge Bank were a Lender. The designation of any Secured Hedge Bank shall not create in favor of such Secured Hedge Bank any rights in connection with the management or release of Collateral or of the obligations of any Guarantor under the Credit Documents.

"Secured Hedge Obligations" means all obligations owing to any Secured Hedge Bank by Holdings, the Borrower or any Subsidiary under any Secured Hedge Agreement.

"Secured Obligations" means, collectively, (a) the Obligations, (b) the Secured Cash Management Obligations and (c) the Secured Hedge Obligations.

"Secured Party" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the L/C Issuers, the Secured Cash Management Providers, the Secured Hedge Banks and each co-agent or sub-agent appointed by any Agent from time to time pursuant to Section 10.01.

"Securities Laws" means the U.S. Securities Laws and the Canadian Securities Laws.

"Security Agreements" means, collectively, the Canadian Security Documents, the Australian Security Agreement, the UK Security Agreements, or individually any of them, as the context requires.

"SEDAR" means the System for Electronic Document Analysis and Retrieval developed for the Canadian Securities Administrators.

"Senior Indebtedness" means Indebtedness of the Borrower or any of its Restricted Subsidiaries that is not expressly subordinated in right of payment to any other Indebtedness of the Borrower or any of its Restricted Subsidiaries.

"Senior Secured 2029 Notes" means the Borrower's 8.625% Senior Secured Notes due 2029, issued on the date hereof, in an initial aggregate principal amount of $555.0 million.

"Senior Secured 2029 Notes Collateral Agent" means Computershare Trust Company, N.A., appointed as trustee and as collateral agent, under the Senior Secured 2029 Notes Indenture.

"Senior Secured 2029 Notes Documents" means (i) the Senior Secured 2029 Notes Indenture and (ii) the note purchase agreement, security documents, intercreditor agreements, guarantees, joinders and other agreements or instruments executed in connection therewith or such other documents referred to therein, in each case, as amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time including in connection with a Permitted Refinancing of the Senior Secured 2029 Notes.

"Senior Secured 2029 Notes Indenture" means the Indenture, dated as of the date hereof, among the Borrower and Computershare Trust Company, N.A., as trustee and as collateral agent, under which the Senior Secured 2029 Notes were issued, as such agreement may be amended, supplemented, waived or otherwise modified from time to time to the extent permitted hereunder and any Permitted Refinancing thereof (unless such agreement, instrument or document expressly provides that it is not intended to be and is not the Senior Secured 2029 Notes Indenture) in each case to the extent permitted under the Credit Documents.

"Senior Secured 2029 Notes Obligations" means the "Obligations" as defined in the Senior Secured 2029 Notes Indenture.

"Senior Secured 2029 Notes Offering Circular" means the Offering Circular, dated as of the date hereof, relating to the issuance of the Senior Secured 2029 Notes.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's Website or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Determination Date" has the meaning specified in the definition of "Daily Simple SOFR".

"SOFR Rate Day" has the meaning specified in the definition of "Daily Simple SOFR".

"Sold Entity or Business" has the meaning assigned to such term in the definition of the term "Consolidated EBITDA."

"Solicited Discount Proration" has the meaning set forth in Section 2.06(b)(iv)(C).

"Solicited Discounted Prepayment Amount" has the meaning set forth in Section 2.06(b)(iv)(A).

"Solicited Discounted Prepayment Notice" means a written notice of the Borrower of Solicited Discounted Prepayment Offers made pursuant to Section 2.06(b)(iv)(A) substantially in the form of Exhibit 1.01G-5.

"Solicited Discounted Prepayment Offer" means the irrevocable written offer by each Lender, substantially in the form of Exhibit 1.01G-6, submitted following the Administrative Agent's receipt of a Solicited Discounted Prepayment Notice.

"Solicited Discounted Prepayment Response Date" has the meaning set forth in Section 2.06(b)(iv)(A).

"Solvent" means, with respect to any Person, as of any date of determination, (a) the Fair Value and Present Fair Saleable Value of the aggregate assets of such Person exceeds the value of its Liabilities; (b) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business; (c) such Person will be able to pay its Liabilities as they mature or become absolute; and (d) the Fair Value and Present Fair Saleable Value of the aggregate assets of such Person exceeds the value of its Liabilities by an amount that is not less than the capital of such Person. The term "Solvency" shall have an equivalent meaning. For the purposes of this definition, "Fair Value" means the aggregate amount at which the assets of the applicable entity (including goodwill) would change hands between a willing buyer and a willing seller, within a commercially reasonable amount of time, each having reasonable knowledge of the relevant facts, neither being under any compulsion to act and with equity to both; "Present Fair Saleable Value" means the aggregate amount of net consideration (giving effect to reasonable and customary costs of sale or Taxes) that could be expected to be realized if the aggregate assets of the applicable entity are sold with reasonable promptness in an arm's length transaction under present conditions for the sale of assets of comparable business enterprises; and "Liabilities" means all debts and other liabilities of the applicable entity, whether secured, unsecured, fixed, contingent, accrued or not yet accrued.

"SONIA" means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator's Website on the immediately succeeding Business Day.

"SONIA Administrator" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

"SONIA Administrator's Website" means the Bank of England's website, currently at http://www.bankofengland.co.uk, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

"SPC" has the meaning provided in Section 11.06(h).

"Specified Discount" has the meaning set forth in Section 2.06(b)(ii)(A).

"Specified Discount Prepayment Amount" has the meaning set forth in Section 2.06(b)(ii)(A).

"Specified Discount Prepayment Notice" means a written notice of the Borrower Offer of Specified Discount Prepayment made pursuant to Section 2.06(b)(ii)(A) substantially in the form of Exhibit 1.01G-3.

"Specified Discount Prepayment Response" means the irrevocable written response by each Lender, substantially in the form of Exhibit 1.01G-4, to a Specified Discount Prepayment Notice.

"Specified Discount Prepayment Response Date" has the meaning set forth in Section 2.06(b)(ii)(A).

"Specified Discount Proration" has the meaning set forth in Section 2.06(b)(ii)(C).

"Specified Event of Default" means an Event of Default pursuant to Section 9.01(a) or (f).

"Specified Percentage" has the meaning assigned to such term in the definition of "Funded Debt".

"Specified Subsidiary" has the meaning assigned to such term in the definition of "Funded Debt".

"Specified Transaction" means any Investment that results in a Person becoming a Subsidiary, any Permitted Acquisition (including the commencement of activities constituting such business), or any Disposition that results in a Subsidiary ceasing to be a Subsidiary of the Borrower, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of, or all or substantially all of the Capital Stock of, another Person or any Disposition, termination or discontinuance of a business unit, line of business or division of the Borrower or a Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, or any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility or line of credit), issuance of Capital Stock and contributions of proceeds thereof to the Borrower, Restricted Payment, an increase in the Revolving Commitments pursuant to Section 2.14(b) or the incurrence of any Incremental Term Loan that by the terms of this Credit Agreement requires such test to be calculated on a "Pro Forma Basis" or after giving "Pro Forma Effect."

"Spot Rate" means, with respect to a currency, the rate determined by the Administrative Agent or an L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. (x) New York time, in the case of Dollars or Canadian Dollars, or (y) London time, in the case of any other currency, in each case on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made; *provided that* the Administrative Agent or such L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or such L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; *provided*, *further*, *that* such L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

"Springing Maturity Date" means the date that is 91 days prior to the maturity date of the Senior Secured 2029 Notes as in effect on the Closing Date.

"Statutory Reserves" means (a) for any Interest Period for any portion of a Borrowing in Sterling, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves), if any, are in effect on such day for funding in Sterling maintained by commercial banks which lend in Sterling, (b) for any Interest Period for any portion of a Borrowing in Euros, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves), if any, are in effect on such day for funding in Euros maintained by commercial banks which lend in Euros, and (c) for any Interest Period for any portion of a Borrowing in Australian Dollars, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves), if any, are in effect on such day for funding in Australian Dollars maintained by commercial banks which lend in Australian Dollars.

"Sterling" and "£" mean the lawful currency of the United Kingdom.

"Subject Disposition" means any Disposition by the Borrower or any of its Restricted Subsidiaries other than (a) Dispositions of damaged, worn-out or obsolete Property that, in the Borrower's reasonable judgment, is no longer used or useful in the business of the Borrower or its Subsidiaries; (b) Dispositions of inventory, services or other property and immaterial assets, and terminations of licenses, sublicenses, leases and subleases, in each case in the ordinary course of business; (c) Dispositions of Property to the extent that (i) such Property is exchanged for credit against the purchase price of similar replacement Property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement equipment or property; (d) (i) licenses, sublicenses, leases and subleases, including Intercompany License Agreements, not interfering in any material respect with the business of the Consolidated Group (taken as a whole) and (ii) Dispositions (including allowing any registrations or any applications for registration to lapse or go abandoned) of Intellectual Property (including inbound licenses) that, in the Borrower's reasonable business judgment, is no longer necessary for the conduct of the business of the Borrower and its Subsidiaries (taken as a whole) or that otherwise do not materially interfere with the business of the Borrower and its Subsidiaries (taken as a whole); (e) sales or discounts of accounts receivable in connection with the compromise or collection thereof in the ordinary course of business; (f) any Disposition at any time by (i) a Credit Party to any other Credit Party, (ii) a Subsidiary that is not a Credit Party to a Credit Party, (iii) a Subsidiary that is not a Credit Party to another Subsidiary that is not a Credit Party or (iv) a Credit Party to any Subsidiary that is not a Credit Party (*provided that* the fair market value of Property Disposed of pursuant to this clause (v) shall not exceed the greater of [*figure and percentage redacted*] of [*redacted*] or is otherwise an Investment that is permitted under Section 8.02); (g) any Disposition constituting part of a Permitted Reorganization or a [*redacted*]; (h) the sale of Cash and Cash Equivalents; (i) an Excluded Sale and Leaseback Transaction; (j) Restricted Payments permitted by Section 8.06; (k) mergers and consolidations permitted by Section 8.04; (l) the granting of Liens permitted pursuant to Section 8.01; (m) a Disposition of Property, to the extent constituting the making of an Investment permitted pursuant to Section 8.02 (other than Section 8.02(a)); (n) Dispositions, in one transaction or a series of related transactions, of assets or other properties of the Borrower or its Subsidiaries with a fair market value not exceeding the greater of [*figure and percentage redacted*] of [*redacted*]; (o) Dispositions related to the unwinding of any Swap Contract in accordance with its terms; (p) transfers of property subject to Casualty Events; (q) Dispositions (i) of non-core assets acquired in connection with Permitted Acquisitions or other Investments for no less than fair market value at the time of such Disposition as determined by the Borrower in good faith or (ii) made to obtain the approval of an anti-trust authority; (r) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater value or usefulness to the business of the Borrower and its Subsidiaries as a whole, as determined in good faith by the management of the Borrower; (s) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements; (t) Dispositions of assets not constituting Collateral for no less than fair market value at the time of such Disposition as determined by the Borrower in good faith so long as all such Dispositions since the Closing Date do not exceed the greater of [*figure and percentage redacted*] of [*redacted*]; (u) the Borrower and any Subsidiary may (i) terminate or otherwise collapse its cost-sharing agreements with the Borrower or any Subsidiary and settle any crossing payments in connection therewith or (ii) surrender or waive contractual rights and settle or waive contractual or litigation claims; (v) cancellation of Indebtedness owing to the Borrower or any Subsidiary from members of management of the Borrower, any of the Borrower's direct or indirect parent companies or any of the Borrower's Subsidiaries in connection with a repurchase or redemption of Capital Stock of any of the Borrower's direct or indirect parent companies; and (w) the settlement or early termination of any Permitted Bond Hedge Transaction or any related Permitted Warrant Transaction.

"Submitted Amount" has the meaning set forth in Section 2.06(b)(iii)(A).

"Submitted Discount" has the meaning set forth in Section 2.06(b)(iii)(A).

"Subordinated Debt" means (x) as to the Borrower, any Funded Debt of the Borrower that is expressly subordinated in right of payment to the prior payment of any of the Loan Obligations of the Borrower and (y) as to any Guarantor, any Funded Debt of such Guarantor that is expressly subordinated in right of payment to the prior payment of any of the Loan Obligations of such Guarantor.

"Subsidiary" of a Person means (a) (other than in relation to an English Subsidiary) (A) a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise Controlled, directly, or indirectly through one or more intermediaries, or both, by such Person or (B) any other Person that is a consolidated subsidiary of such Person under IASB IFRS and designated as a Subsidiary of such Person in a certificate to the Administrative Agent by a financial or accounting officer of such Person and (b) (in the case of an English Subsidiary) a subsidiary within the meaning of section 1159 of the English Companies Act. Unless otherwise provided, "Subsidiary" shall refer to a Subsidiary (whether direct or indirect) of the Borrower; *provided that* an Unrestricted Subsidiary shall be deemed not to be a "Subsidiary" for purposes of this Credit Agreement and each other Credit Document; *provided, further, that* any Subsidiary other than an Unrestricted Subsidiary shall be deemed to be a Restricted Subsidiary.

"Subsidiary Guarantor" means any Guarantor other than Holdings.

"Subsidiary Redesignation" has the meaning provided in the definition of "Unrestricted Subsidiary."

"Support Obligations" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness payable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness of the payment or performance of such Indebtedness, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Support Obligations shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Support Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Supported QFC" has the meaning assigned to it in Section 11.21.

"Swap Contract" means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination values determined in accordance therewith, such termination values, and (b) for any date prior to the date referenced in clause (a), the amounts determined as the mark-to-market values for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swingline Borrowing" means a borrowing of a Swingline Loan pursuant to Section 2.01(c).

"Swingline Commitment" means, with respect to the Swingline Lender, the commitment of the Swingline Lender to make Swingline Loans, and with respect to each Lender, the commitment of such Lender to purchase participation interests in Swingline Loans.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Dollar Revolving Lender at any time shall be its Dollar Revolving Commitment Percentage of the total Swingline Exposure at such time.

"Swingline Lender" means Goldman Sachs in its capacity as such, together with any successor in such capacity.

"Swingline Loan" has the meaning provided in Section 2.01(c).

"Swingline Note" means the promissory note given to evidence the Swingline Loans, as amended, restated, modified, supplemented, extended, renewed or replaced. A form of Swingline Note is attached as Exhibit 2.13-3.

"Swingline Sublimit" has the meaning provided in Section 2.01(c).

"Synthetic Lease" means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement that is considered borrowed money indebtedness for tax purposes but is classified as an operating lease under IASB IFRS.

"TARGET Day" means any day on which TARGET2 (or, if such payment system ceases to be operative, such other payment system, if any, determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

"Tax Act" means the Income Tax Act (Canada), and the regulations and rules promulgated thereunder, as amended, and any successor statute thereto.

“Tax Returns” means any return, report or similar statement filed or required to be filed with respect to any Tax (including any attached schedules) including any informational return, claim for refund, amended return or declaration of estimated Tax.

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

“Term B Commitment” means the commitment of the Term B Lenders to make a term loan on the Closing Date in an aggregate amount equal to $350.0 million.

“Term B Lenders” means the Persons listed on Schedule 1.01A under the heading “Term B Lenders” together with their successors and permitted assigns.

“Term B Loan Termination Date” means the date that is the seventh anniversary of the Closing Date; *provided that*, if as of the Springing Maturity Date, the Senior Secured 2029 Notes have not been repaid in full, extended, refinanced or replaced, the Term B Loan Termination Date shall be automatically shortened to be the Springing Maturity Date.

“Term B Loans” has the meaning provided in Section 2.01(e).

“Term B Note” means the promissory notes substantially in the form of Exhibit 2.13-4, if any, given to evidence the Term B Loans, as amended, restated, modified, supplemented, extended, renewed or replaced.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate, the Adjusted EURIBOR Rate, the Adjusted Term CORRA Rate, or the Adjusted AUD Rate.

“Term CORRA” means, for any calculation with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; *provided, however, that* if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day, the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than five (5) Business Days prior to such Periodic Term CORRA Determination Day.

“Term CORRA Adjustment” means a percentage equal to, (i) with respect to Term Benchmark Loans with an Interest Period of one month, [*percentage redacted*] per annum and (ii) with respect to Term Benchmark Loans with an Interest Period of three months, [*percentage redacted*] per annum.

“Term CORRA Administrator” means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“Term CORRA Reference Rate” means the forward-looking term rate based on CORRA.

"Term Loan Extension Request" has the meaning specified in Section 2.17(a).

"Term Loans" means the Term B Loans and any other Class established pursuant to an Additional Credit Extension Amendment.

"Term SOFR Adjustment" means a percentage equal to [*percentage redacted*] per annum.

"Term SOFR Determination Day" has the meaning assigned to it under the definition of "Term SOFR Reference Rate".

"Term SOFR Rate" means, with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

"Test Period" means, on any date of determination, the period of four (4) consecutive fiscal quarters of the Borrower then most recently ended (taken as one accounting period) for which financial statements have been (or were required to be) delivered pursuant to this Credit Agreement.

"Threshold Amount" means C$[*figure redacted*].

"Total Assets" of any Person means the total assets of such Person as set forth on such Person's most recent balance sheet.

"Trademarks" means (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all applications, registrations and recordings thereof, including registrations and registration applications in the United States Patent & Trademark Office, the Canadian Intellectual Property Office or any similar offices in any state of the United States, any province of Canada, or any political subdivisions thereof, or any other country, as well as any unregistered trademarks and service marks arising under applicable Law; and (b) all goodwill connected with the use thereof and symbolized thereby, together with any and all renewals, extensions, supplements and continuations thereof.

"Transaction Agreement Date" has the meaning provided in Section 1.11.

"Transactions" means (i) the borrowing of the Term B Loans on the Closing Date, (ii) [reserved], (iii) the establishment of the Revolving Commitments, (iv) the consummation of the Existing Facility Refinancing, (v) the issuance of the Senior Secured 2029 Notes, (vi) the redemption or satisfaction of the Convertible 2026 Notes and (vii) the payment of fees and expenses in connection with the foregoing.

"Transformative Event" means any merger, amalgamation, acquisition, investment, dissolution, liquidation, consolidation or disposition that is either (a) not permitted by the terms of the Credit Documents immediately prior to the consummation of such transaction or (b) if permitted by the terms of the Credit Documents immediately prior to the consummation of such transaction, would not provide Holdings and its Subsidiaries with adequate flexibility under the Credit Documents for the continuation and/or expansion of their combined operations following such transaction, as reasonably determined by the Borrower acting in good faith.

"Type" means, with respect to any Revolving Loan or Term Loan, its character as a Base Rate Loan, RFR Loan or a Term Benchmark Loan.

"UCC" means the Uniform Commercial Code in effect in any applicable jurisdiction from time to time.

"UK Credit Party" means any Credit Party incorporated under the laws of England and Wales.

"UK Debenture" means an all assets English law security agreement substantially in form and substance reasonably satisfactory to the Administrative Agent, made in favor of the Collateral Agent for the benefit of the Secured Parties.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Person" means any Person incorporated under the laws of England and Wales.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Security Agreements" means, collectively, any UK Debenture, any UK Share Charge, and all other charges, debentures, supplemental debentures, instructions, documents and agreements delivered by the UK Credit Parties and by any other Credit Parties that own Capital Stock of a UK Person, in each case required pursuant to this Credit Agreement or any other Collateral Document, in each case in form and substance reasonably satisfactory to the Administrative Agent, made in favor of the Collateral Agent for the benefit of the Secured Parties, as such Security Agreements may be amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time.

"UK Share Charge" means any Collateral over the Capital Stock of a UK Person, in form and substance reasonably satisfactory to the Administrative Agent, made by any Credit Party that owns Capital Stock of a UK Person that is required to be delivered pursuant to the Collateral and Guarantee Requirement, in favor of the Collateral Agent for the benefit of the Secured Parties.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" or "U.S." means the United States of America.

"Unreimbursed Amount" has the meaning provided in Section 2.03(c)(i).

"Unrestricted Subsidiary" means any Subsidiary acquired, purchased or invested in after the Closing Date that is designated as an Unrestricted Subsidiary hereunder by written notice from the Borrower to the Administrative Agent; *provided that* (i) Holdings may designate any of its Subsidiaries (other than the Borrower) as Unrestricted Subsidiaries so long as (a) no Specified Event of Default has occurred and is continuing or would result therefrom and (b) with respect to any material Indebtedness for borrowed money (to the extent the concept of an Unrestricted Subsidiary exists in such other material Indebtedness) and, in each case, any refinancing Indebtedness thereof, such Subsidiary shall have been designated an Unrestricted Subsidiary (or otherwise not be subject to the covenants and defaults except on a basis substantially similar to this Credit Agreement) under the documents governing such material Indebtedness permitted to be incurred or maintained herein, (ii) the Borrower shall only be permitted to so designate a new Unrestricted Subsidiary so long as (a) no Specified Event of Default has occurred and is continuing or would result therefrom; (b) such Unrestricted Subsidiary shall be solely capitalized (to the extent capitalized by any Credit Party) through one or more Investments permitted by Section 8.02; (c) without duplication of clause (b), when any pre-existing Subsidiary is designated as an Unrestricted Subsidiary, the portion of the aggregate fair value of the assets of such newly designated Unrestricted Subsidiary (proportionate to the applicable Borrower's or Subsidiary's Capital Stock in such Unrestricted Subsidiary) at the time of the designation thereof as an Unrestricted Subsidiary shall be treated as Investments pursuant to Section 8.02 (it being understood that such aggregate fair value shall be set forth in a certificate of a Responsible Officer of the Borrower, which certificate (x) shall be dated as of the date such subsidiary is designated as an Unrestricted Subsidiary, (y) shall have been delivered by the Borrower to the Administrative Agent (for delivery to the Lenders) on or prior to the date of such designation and (z) shall set forth a reasonably detailed calculation of such aggregate fair value); and (d) with respect to any material Indebtedness for borrowed money (to the extent the concept of an Unrestricted Subsidiary exists in such other material Indebtedness) and, in each case, any refinancing Indebtedness thereof, such Subsidiary shall have been designated an Unrestricted Subsidiary (or otherwise not be subject to the covenants and defaults except on a basis substantially similar to this Credit Agreement) under the documents governing such material Indebtedness permitted to be incurred or maintained herein and (iii) the Guarantor Coverage Test shall continue to be met after such Subsidiary is designated as an Unrestricted Subsidiary. Any Unrestricted Subsidiary may be designated by the Borrower to be a Restricted Subsidiary for purposes of this Credit Agreement (each, a "Subsidiary Redesignation"); *provided that* (I) no Specified Event of Default has occurred and is continuing or would result therefrom; (II) all representations and warranties contained herein and in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Subsidiary Redesignation (both before and after giving effect thereto), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date (*provided that* representations and warranties that are qualified by materiality shall be true and correct in all respects); and (III) the Borrower shall have delivered to the Administrative Agent a certificate executed by a Responsible Officer, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (I) and (II), inclusive, and containing the calculations and information required to evidence the same. The term "Unrestricted Subsidiary" shall also include any subsidiary of an Unrestricted Subsidiary. An Unrestricted Subsidiary, for as long as such Subsidiary remains an Unrestricted Subsidiary, shall be deemed to not be a Subsidiary for all purposes under the Credit Documents.

Notwithstanding the foregoing, (A) no Subsidiary may be designated as an Unrestricted Subsidiary if such Subsidiary is a "Restricted Subsidiary" (or any comparable term) under the Senior Secured 2029 Notes Documents and (B) simultaneously with any Subsidiary being designated as a "Restricted

Subsidiary" (or any comparable term) under the Senior Secured 2029 Notes Documents, such Subsidiary shall be designated as a Restricted Subsidiary hereunder.

"U.S. Collateral Document" means each pledge, security or guarantee agreement among the Collateral Agent and one or more U.S. Credit Parties that is reasonably acceptable to the Collateral Agent, together with each other agreement, instrument or document required or reasonably requested by the Administrative Agent to pledge, grant and/perfect the Lien on any property of any U.S. Credit Party.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

"U.S. Special Resolution Regime" has the meaning assigned to it in Section 11.21.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by *dividing*: (i) the sum of the products obtained by *multiplying* (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, *by* (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment *by* (ii) the then outstanding principal amount of such Indebtedness; *provided that* AHYDO payments and the effects of any reductions in scheduled amortization or other scheduled payments as a result of any prior prepayment of the applicable Indebtedness shall be disregarded.

"Wholly Owned Subsidiary" means, with respect to any direct or indirect Subsidiary of any Person, that one hundred percent (100%) of the Capital Stock with ordinary voting power issued by such Subsidiary (other than directors' qualifying shares and investments by foreign nationals mandated by applicable Law) is beneficially owned, directly or indirectly, by such Person.

"Withholding Agent" means any Credit Party and the Administrative Agent.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Interpretative Provisions.

With reference to this Credit Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) 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, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) 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 or in any other Credit Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Credit Document, shall be construed to refer to such Credit Document in its entirety and not to any particular provision thereof, (iv) all references in a Credit Document to "Articles," "Sections," "Exhibits" and "Schedules" shall be construed to refer to articles and sections of, and exhibits and schedules to, the Credit Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) 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.

(b) 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."

(c) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Credit Agreement or any other Credit Document.

(d) If a new Class of Revolving Commitments is established after the Closing Date pursuant to an Additional Credit Extension Amendment, references to "Revolving Commitments" herein shall mean all Classes of Revolving Commitments, unless the Additional Credit Extension Amendment provides otherwise with respect to any one or more particular references to "Revolving Commitments"; and references to "Revolving Facility," "Revolving Lender" and "Revolving Loan" shall also be subject to such rule of interpretation.

1.03 Accounting Terms and Provisions.

(a) As used herein, "IASB IFRS" means international financial reporting standards as promulgated and set forth in the opinions and pronouncements of the International Accounting Standards Board from time to time applied on a consistent basis, subject to the provisions of this Section 1.03. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Credit Agreement shall be prepared in conformity with, IASB IFRS applied on a consistent basis in a manner consistent with that used in preparing the audited financial statements referenced in Section 6.05, except as otherwise specifically prescribed herein.

(b) If at any time any change in IASB IFRS or in the consistent application thereof would affect the computation of any financial ratio or requirement set forth in any Credit Document, the Borrower may, after giving written notice thereof to the Administrative Agent, determine all such computations on such a basis; *provided that* if any change in IASB IFRS would affect the computation of any financial ratio or requirement set forth in any Credit Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in IASB IFRS (subject to the approval of the Required Lenders); *provided*, *further, that* until so amended (i) such ratio or requirement shall continue to be computed in accordance with IASB IFRS prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Credit Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in IASB IFRS. 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 IASB IFRS 9 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any of its Subsidiaries at "fair value", as defined therein.

(c) Notwithstanding any change in IASB IFRS after the Closing Date that would require lease obligations that would be treated as operating leases as of the Closing Date to be classified and accounted for as capital leases or otherwise reflected on the consolidated balance sheet of the Consolidated Group, such obligations shall continue to be treated as operating leases and be excluded from the definition of Indebtedness and other relevant definitions for all purposes under this Credit Agreement.

(d) All references herein to consolidated financial statements of the Borrower and its Subsidiaries or to the determination of any amount for the Borrower and its Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include each variable interest entity that the Borrower is required to consolidate pursuant to IASB IFRS 10 and IASB IFRS 12 as if such variable interest entity were a Subsidiary as defined herein.

1.04 Rounding.

Any financial ratios required to be maintained by the Borrower pursuant to this Credit Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day.

Unless otherwise provided, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Exchange Rates; Currency Equivalents.

The Administrative Agent or the applicable L/C Issuer, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating Canadian Dollar Equivalent amounts of L/C Credit Extensions and Outstanding Amounts denominated in Alternative Currencies. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. Except for purposes of financial statements delivered hereunder or calculating covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Canadian Dollars) for purposes of the Credit Documents shall be such Canadian Dollar Equivalent amount as so determined by the Administrative Agent or the applicable L/C Issuer. For purposes of complying with covenants whose limitations or thresholds are denominated in Canadian Dollars, the Canadian Dollar Equivalent of all amounts necessary to compute such compliance shall be used; *provided that* (x) for purposes of determining compliance with Sections 8.01, 8.02, 8.03, 8.05, 8.06 or 8.10 with respect to any transaction consummated in a currency other than Canadian Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such transaction is consummated (so long as such transaction, at the time consummated, was permitted hereunder) and (y) for purposes of determining the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, the Consolidated Total Net Leverage Ratio, with respect to the calculation of amounts of Funded Debt (including the Term B Loans and the Senior Secured 2029 Notes (and, in each case, any Permitted Refinancing thereof)) denominated in a currency other than Canadian Dollars, at the election of the Borrower, the currency translation effects of any currency Swap Contracts that hedge currency exchange risks will be taken into account, such that either (i) the currency and amount of all or the applicable portion of such Funded Debt shall be the amount payable by the Borrower in Canadian Dollars taking into consideration the applicable asset marked value of executed cross-currency Swap Contracts in accordance with IASB IFRS reporting standards or (ii) the currency and amount of all or the applicable portion of such Funded Debt shall be converted into Canadian Dollars using the average of the foreign currency exchange rates for future settlement for conversion of US Dollars into Canadian Dollars for end of term principal set forth in each applicable foreign exchange cross-currency Swap Contract, in each case as in effect on the date of determination of the Canadian Dollar Equivalent of such Funded Debt.

1.07 Additional Alternative Currencies.

The Borrower may from time to time request that an additional currency be added as "Alternative Currency"; *provided that* such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars. Such request shall be subject to the approval of the Administrative Agent and each Multicurrency Revolving Lender; *provided that* if such "Alternative Currency" is to be used for Letters of Credit only, such request shall be subject only to the approval of the Administrative Agent and the Multicurrency L/C Issuer.

1.08 Pro Forma Calculations.

(a) Notwithstanding anything to the contrary herein, financial ratios and tests, including the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, the Consolidated Total Net Leverage Ratio and the Consolidated Fixed Charge Coverage Ratio shall be calculated in the manner prescribed by this Section 1.08; *provided that* notwithstanding anything to the contrary in Section 1.08(b), (c) or (d), when calculating the Consolidated First Lien Net Leverage Ratio for purposes of determining actual compliance (and not pro forma compliance or compliance on a Pro Forma Basis) with the covenant pursuant to Section 8.11, the events described in this Section 1.08 that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect. In addition, whenever a financial ratio or test is to be calculated on a pro forma basis, the reference to the "Test Period" for purposes of calculating such financial ratio or test shall be deemed to be a reference to, and shall be based on, the most recently ended Test Period for which internal financial statements of the Borrower are available (as determined in good faith by the Borrower); *provided that* the provisions of this sentence shall not apply for purposes of calculating the Consolidated First Lien Net Leverage Ratio for purposes of determining actual compliance with Section 8.11 (other than for the purpose of determining pro forma compliance with Section 8.11), each of which shall be based on the financial statements delivered pursuant to Section 7.01(a) or (b), as applicable, for the relevant Test Period, subject to the adjustments contemplated by the parenthetical in clause (ii) of the proviso to the first sentence of this Section 1.08(a).

(b) For purposes of calculating any financial ratio or test, or basket that is based on a percentage of Consolidated EBITDA, Specified Transactions (with any incurrence or repayment of any Indebtedness in connection therewith to be subject to Section 1.08(d) (other than Indebtedness incurred or repaid under any revolving credit facility or line of credit)) and any issuance of Capital Stock and contributions of proceeds thereof that have been made (i) during the applicable Test Period and (ii) if applicable as described in Section 1.08(a), subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Test Period. If since the beginning of any applicable Test Period any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Subsidiaries since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08, then such financial ratio or test shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.

(c) Whenever pro forma effect is to be given to the Transactions, a Specified Transaction or the implementation of an operational initiative or operational change, the pro forma calculations shall be made in good faith by a Responsible Officer of the Borrower and include, for the avoidance of doubt, the amount of "run-rate" cost savings and synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings and synergies had been realized on the first day of such period and as if such cost savings and synergies were realized during the entirety of such period) and "run-rate" means the full recurring benefit for a period that is associated with any action taken, committed to be taken or expected to be taken (including any savings expected to result from the elimination of a public target's compliance costs with public company requirements) net of the amount of actual benefits realized during such period from such actions, and any such adjustments shall be included in the initial pro forma calculations of such financial ratios or tests and during any subsequent Test Period in which the effects thereof are expected to be realized relating to the Transactions or such Specified Transaction; *provided that* (A) such cost savings and synergies are factually supportable in the good faith judgment of the Borrower, (B) such cost savings and synergies are factually supportable and reasonably anticipated to result from the actions taken or expected to be taken in the good faith judgment of the Borrower within 24 months after the date of the Transactions or such Specified Transaction, (C) no amounts shall be added pursuant to this Section 1.08(c) to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period; and (D) any increase in Consolidated EBITDA as a result of cost savings and synergies pursuant to this Section 1.08(c) shall be subject to the limitation set forth in the last proviso to clause (o) of the definition of Consolidated EBITDA. The Borrower may estimate IASB IFRS results if the financial statements with respect to a Permitted Acquisition or any other permitted Investment are not maintained in accordance with IASB IFRS, and the Borrower may make such further adjustments as reasonably necessary in connection with consolidation of such financial statements with those of the Borrower and its Subsidiaries.

(d) In the event that the Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, amortization, retirement or extinguishment) any Indebtedness included in the calculations of any financial ratio or test (in each case, other than Indebtedness incurred or repaid under any revolving credit facility or line of credit unless accompanied by a permanent commitment reduction), (i) during the applicable Test Period or (ii) subject to Section 1.08(a) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then such financial ratio or test shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period.

(e) At any time prior to the first applicable test date under Section 8.11, any provision requiring pro forma compliance with Section 8.11 shall be made assuming that compliance with the Consolidated First Lien Net Leverage Ratio set forth in Section 8.11 for the first Test Period set forth in Section 8.11 is required with respect to the most recent Test Period prior to such time.

(f) Notwithstanding anything in this Credit Agreement to the contrary, in calculating the Consolidated First Lien Net Leverage Ratio in connection with the establishment of a commitment with respect to any revolving credit facility, the Borrower shall treat any such revolving facility (or if an increase in the commitment thereof, the amount of such increase) existing as of such date as fully drawn at the time of establishing such revolving commitment and, if such Consolidated First Lien Net Leverage Ratio is satisfied with respect thereto at such time, any subsequent borrowing or other incurrence thereunder with respect to such revolving commitment need not satisfy such leverage ratio at the time of such subsequent borrowing of revolving loans.

1.09 Change of Currency.

(a) Each obligation of the Borrower to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the Closing Date shall be redenominated into Euro at the time of such adoption (in accordance with the EMU Legislation). If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Credit Agreement in respect of that currency shall be inconsistent with any convention or practice in the London interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; *provided that* if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

(b) Each provision of this Credit Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

(c) Each provision of this Credit Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change in currency of any other country and any relevant market conventions or practices relating to the change in currency.

1.10 Letter of Credit Amounts.

Unless otherwise provided, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the Canadian Dollar Equivalent of the amount available to be drawn of such Letter of Credit after giving effect to all increases thereof contemplated by such Letter of Credit or the Issuer Documents related thereto, whether or not such amount may be drawn immediately at such time.

1.11 Limited Condition Acquisitions.

In connection with any action being taken in connection with (i) a Limited Condition Acquisition or (ii) or repurchase, repayment or prepayment of Indebtedness or the repurchase or redemption (directly or indirectly) of any preferred Capital Stock that requires irrevocable notice in advance thereof, for purposes of determining:

(a) whether any Indebtedness that is being incurred in connection with such Limited Condition Acquisition or any such repurchase, repayment, prepayment or redemption is permitted to be incurred in compliance with Section 8.03 or Sections 2.14(a), (b) and (c);

(b) whether any Lien being incurred in connection with such Limited Condition Acquisition or any such repurchase, repayment, prepayment or redemption is permitted to be incurred in accordance with Section 8.01 or Sections 2.14(a), (b) and (c);

(c) whether any other transaction undertaken or proposed to be undertaken in connection with such Limited Condition Acquisition or any such repurchase, repayment, prepayment or redemption complies with the covenants or agreements contained in this Credit Agreement; and

(d) any calculation of the ratios or baskets, including the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, the Consolidated Total Net Leverage Ratio, the Consolidated Fixed Charge Coverage Ratio, Consolidated Net Income, Consolidated EBITDA and baskets determined by reference to Consolidated EBITDA and LTM Consolidated EBITDA and whether a Default or Event of Default exists in connection with the foregoing (other than in the case of each of clause (a), (b), (c) and (d) above, with respect to any Credit Extension under the Revolving Facility):

At the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Acquisition or any such repurchase, repayment, prepayment or redemption, an "LCA Election"), the date that the definitive agreement for such Limited Condition Acquisition or any such repurchase, repayment, prepayment or redemption is entered into (the "Transaction Agreement Date") may be used as the applicable date of determination, as the case may be, in each case with such pro forma adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Pro Forma Basis," Consolidated EBITDA or "Consolidated Net Income". For the avoidance of doubt, if the Borrower makes an LCA Election, (a) any fluctuation or change in the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, the Consolidated Total Net Leverage Ratio, the Consolidated Fixed Charge Coverage Ratio, Consolidated Net Income, Consolidated EBITDA and/or LTM Consolidated EBITDA of the Borrower from the Transaction Agreement Date to the date of consummation of such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption will not be taken into account for purposes of determining whether any Indebtedness or Lien that is being incurred in connection with such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption is permitted to be incurred, or whether any other transaction undertaken in connection with such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption by the Borrower or any of the Restricted Subsidiaries complies with the Credit Documents and (b) after the Transaction Agreement Date and until such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption is consummated or the definitive agreements in respect thereof are terminated or expire, such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption and all transactions proposed to be undertaken in connection therewith (including without limitation the incurrence of Indebtedness and Liens) will be given Pro Forma Effect as if they occurred at the beginning of the most recently completed Test Period and ended on or prior to the Transaction Agreement Date when determining compliance of other transactions (including without limitation the incurrence of Indebtedness and Liens unrelated to such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption) that are consummated after the Transaction Agreement Date and on or prior to the date of consummation of such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption and any such transactions (including without limitation any incurrence of Indebtedness and the use of proceeds thereof) will be deemed to have occurred on the Transaction Agreement Date and be outstanding thereafter for purposes of calculating any baskets or ratios under the Credit Documents after the Transaction Agreement Date and before the date of consummation of such Limited Condition Acquisition or such repurchase, repayment, prepayment or redemption (or the date the definitive agreements in respect thereof are terminated or expire).

1.12 Divisions.

For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Capital Stock at such time.

1.13 Interest Rates; Benchmark Notification.

The interest rate on a Loan denominated in dollars or an Alternative Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.03(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Credit Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Credit Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Credit Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Credit Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort., contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.14 Calculations of Financial Ratios; Reclassification.

Notwithstanding anything herein to the contrary, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision or covenant that does not require compliance with a financial ratio or test (including the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, the Consolidated Total Net Leverage Ratio and the Consolidated Fixed Charge Coverage Ratio) (any such amounts, the "Fixed Amounts") substantially concurrently or in a series of related transactions with any amounts incurred or transactions entered into (or consummated) in reliance on a provision or covenant that requires compliance with any such financial ratio or test (any such amounts, the "Incurrence Based Amounts"); *provided that* the Fixed Amounts (and any cash proceeds thereof) in such covenant shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in such covenant in connection with such incurrence, but full pro forma effect shall be given to all applicable and related transactions (including the use of proceeds of all indebtedness to be incurred and any repayments, repurchases and redemptions of indebtedness) and all other permitted pro forma adjustments. Notwithstanding anything herein to the contrary, if at any time any applicable ratio or financial test for any covenant based on an Incurrence Based Amount permits Indebtedness, Restricted Payments, Restricted Debt Payments and/or Investments, as applicable, previously incurred under such covenant based on a Fixed Amount, such Indebtedness, Restricted Payments, Restricted Debt Payments and/or Investments, as applicable, shall be deemed to have been automatically reclassified as incurred under such covenant based on an Incurrence Based Amount.

1.15 Notices of Defaults.

For purposes of Section 9.01, any Default or Event of Default, as applicable, arising from failure to deliver a timely notice of Default pursuant to Section 7.03(a) shall for purposes hereunder be deemed to no longer be "continuing" automatically upon and simultaneously with the underlying Default that would have been subject to such notice ceasing to be "continuing", unless Holdings, the Borrower or any Subsidiary had actual knowledge of such failure to provide such notice at the time that it failed to timely deliver such notice.

1.16 Québec Interpretation.

For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Credit Agreement or the Canadian Security Documents may be subject to the Laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall include "movable property", (b) "real property" or "real estate" shall include "immovable property", (c) "tangible property" shall include "corporeal property", (d) "intangible property" shall include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall include a "hypothec", "right of retention", "prior claim", "reservation of ownership" and a resolutory clause, (f) all references to filing, perfection, priority, remedies, registering or recording under the UCC or the PPSA shall include publication under the Civil Code of Québec, (g) all references to "perfection" of or "perfected" liens or security interest shall include a reference to an "opposable" or "set up" hypothec as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (i) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall include a "mandatary", (k) "construction liens" or "mechanics, materialmen, repairmen, construction contractors or other like Liens" shall include "legal hypothecs" and "legal hypothecs in favor of persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall include "solidary", (m) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (o) "easement" shall include "servitude", (p) "priority" shall include "rank" or "prior claim", as applicable (q) "survey" shall include "certificate of location and plan", (r) "state" shall include "province", (s) "fee simple title" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (t) "accounts" shall include "claims" and "monetary claims", (u) "legal title" shall be including "holding title on behalf of an owner as mandatory or prete-nom", (v) "ground lease" shall include "emphyteusis" or a "lease with a right of superficies", as applicable, (w) "leasehold interest" shall include a "valid lease", (x) "lease" shall include a "leasing contract", (y) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively and (z) "foreclosure" shall include "realization" and the "exercise of a hypothecary right". The parties hereto confirm that it is their wish that this Credit Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any applicable Law) and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement (sauf si une autre langue est requise en vertu d'une loi applicable).* To the extent any rights created under this Credit Agreement and any other document executed in connection with the transactions contemplated herein in favour of any Secured Party are subject to perfection under the laws of the Province of Québec by filing of one or more applications for registration at the Register of Personal and Movable

Real Right (Québec), each Secured Party hereby (i) agrees and consents that such applications shall be drawn up exclusively in French, and (ii) authorizes the Administrative Agent and Collateral Agent to arrange for the French translation of all terms and provisions of this Credit Agreement and any other document executed in connection with the transactions contemplated herein as required for such purposes in accordance with applicable Law.

1.17 Australian Interpretation.

For purposes of any assets, liabilities or entities located in Australia and for all other purposes pursuant to which the interpretation or construction of this Credit Agreement or any other Credit Document may be subject to the Laws of Australia or a court or tribunal exercising jurisdiction in Australia:

(a) Unless the context requires otherwise, a reference to "Australia" shall include the Commonwealth of Australia and each state or territory of the Commonwealth of Australia (and "Australian" shall have a corresponding meaning).

(b) In relation to any Australian Person or where the APPSA otherwise applies, a reference to a Lien or other security interest includes any "security interest" as defined in sections 12(1) or (2) of the APPSA.

(c) Where it relates to any Australian Person, a reference to: (i) bankruptcy includes administration; (ii) liquidation includes winding up; (iii) a receiver includes a controller and a managing controller, each as defined in the Corporations Act (and a reference to receivership has a corresponding meaning); (iv) insolvency proceeding includes any corporate action, legal proceedings or other formal procedure, filing or step under the Bankruptcy Act 1966 (Cth) and Chapter 5 and Part 5C.9 of the Australian Corporations Act in relation to the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation or the appointment of a liquidator, receiver, administrator, compulsory manager or other similar officer; (v) such Australian Person being insolvent or unable, or admitting inability, to pay its debts as they become due includes such Australian Person being, or being presumed or deemed under applicable law to be, insolvent; and (vi) such Australian Person being solvent includes such Australian Person being able to pay all its debts, as and when they become due and payable.

(d) A reference to any consent or approval of, registration or filing with, or any other action by, any Governmental Authority includes, in relation to anything which will be fully or partly prohibited or restricted by Australian law if a Governmental Authority in or of Australia intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action.

(e) Australian Banking Code of Practice. The parties agree that the Banking Code of Practice published by the Australian Bankers' Association (as amended, revised or amended and restated from time to time) does not apply to the Credit Documents and the transactions contemplated thereby.

ARTICLE II

COMMITMENTS AND CREDIT EXTENSIONS

2.01 Commitments.

Subject to the terms and conditions set forth herein:

(a) Revolving Loans.

(i) Dollar Revolving Loans. On and following the Closing Date, each Dollar Revolving Lender severally agrees to make revolving credit loans (the "Dollar Revolving Loans") in Dollars to the Borrower from time to time on any Business Day prior to the Revolving Termination Date; *provided that* after giving effect to any such Dollar Revolving Loan, (x) with respect to the Dollar Revolving Lenders collectively, the Outstanding Amount of Dollar Revolving Obligations shall not exceed [*figure redacted*] (as such amount may be increased pursuant to Section 2.14(b) or decreased pursuant to Section 2.07 or 9.02(a), the "Aggregate Dollar Revolving Committed Amount") and (y) with respect to each Dollar Revolving Lender individually, such Lender's Dollar Revolving Commitment Percentage of Dollar Revolving Obligations shall not exceed its respective Dollar Revolving Committed Amount. Dollar Revolving Loans may consist of Base Rate Loans, Term Benchmark Loans, RFR Loans or a combination thereof, as the Borrower may request. Dollar Revolving Loans may be repaid and reborrowed in accordance with the provisions hereof.

(ii) Multicurrency Revolving Loans. On and following the Closing Date, each Multicurrency Revolving Lender severally agrees to make revolving credit loans (the "Multicurrency Revolving Loans") in one or more Approved Currencies to the Borrower on any Business Day prior to the Revolving Termination Date; *provided that* after giving effect to any such Multicurrency Revolving Loan, (x) with respect to the Multicurrency Revolving Lenders collectively, the Outstanding Amount of Multicurrency Revolving Obligations shall not exceed [*figure redacted*] (as such amount may be increased pursuant to Section 2.14(b) or decreased in accordance with the Section 2.07 or 9.02(a), the "Aggregate Multicurrency Revolving Committed Amount") and (y) with respect to each Multicurrency Revolving Lender individually, such Lender's Multicurrency Revolving Commitment Percentage of Multicurrency Revolving Obligations shall not exceed its respective Multicurrency Revolving Committed Amount. Multicurrency Revolving Loans denominated in Dollars or Canadian Dollars may consist of Base Rate Loans, Term Benchmark Loans, RFR Loans or a combination thereof, as the Borrower may request. Multicurrency Revolving Loans denominated in an Alternative Currency (other than Canadian Dollars) must consist of Term Benchmark Loans or RFR Loans.

(b) Letters of Credit. On and after the Closing Date, (x) each L/C Issuer, in reliance upon (among other things) the commitments of the Revolving Lenders set forth herein, agrees (A) to issue Letters of Credit for the account of the Borrower (or for the account of any member of the Consolidated Group, but in such case the Borrower will remain obligated to reimburse such L/C Issuer for any and all drawings under such Letter of Credit, and the Borrower acknowledges that the issuance of Letters of Credit for the account of members of the Consolidated Group inures to the benefit of the Borrower, and the Borrower acknowledges that the Borrower's business derives substantial benefits from the business of such members of the Consolidated Group) on any Business Day, (B) to amend or extend Letters of Credit previously issued hereunder, and (C) to honor drawings under Letters of Credit; and (y) each L/C Revolving Lender severally agrees to purchase from the such L/C Issuer a participation interest in each Letter of Credit issued hereunder in an amount equal to the Canadian Dollar Equivalent of such L/C Revolving Lender's L/C Commitment

Percentage thereof (and, in each case, with respect to the purchase of a participation in any Alternative Currency Letter of Credit, the purchase of such participation will also occur on each Revaluation Date); *provided that* (i) the Outstanding Amount of L/C Obligations shall not exceed [*figure redacted*] (as such amount may be decreased in accordance with the provisions hereof, the "L/C Sublimit"), (ii) [reserved], (iii) with regard to the Revolving Lenders collectively, the Outstanding Amount of Revolving Obligations shall not exceed the Aggregate Revolving Committed Amount, (iv) with regard to each Revolving Lender individually, such Revolving Lender's Aggregate Revolving Commitment Percentage of Revolving Obligations shall not exceed its respective Aggregate Revolving Committed Amount, (v) the Outstanding Amount of all Dollar Revolving Obligations shall not exceed the Dollar Equivalent of the Aggregate Dollar Revolving Committed Amount, (vi) each Letter of Credit shall expire not later than the earlier of (x) twelve (12) months after its date of issuance and (y) the fifth (5^{th}) Business Day prior to the Revolving Termination Date; *provided that* any Letter of Credit may provide for automatic extension thereof for additional periods of up to twelve (12) months (which in no event shall extend beyond the date referred to in clause (y) above, except to the extent cash collateralized or backstopped pursuant to arrangements reasonably acceptable to the relevant L/C Issuer), (vii) the L/C Obligations do not exceed the L/C Committed Amount and (viii) no L/C Issuer shall be required to (but, in its sole discretion, may) issue, amend, extend or increase any Letter of Credit, if after giving effect thereto, there would be L/C Obligations arising from Letters of Credit issued by such L/C Issuer in excess of its Letter of Credit Cap (*provided that* this clause (viii) shall not be construed to invalidate any L/C Obligations of any L/C Issuer in place as of the Closing Date). Subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(c) Swingline Loans. During the Commitment Period, the Swingline Lender agrees, in reliance upon the commitments of the other Multicurrency Revolving Lenders set forth herein, to make revolving credit loans (the "Swingline Loans") to the Borrower in Canadian Dollars on any Business Day; *provided that* (i) the Outstanding Amount of Swingline Loans shall not exceed [*figure redacted*] (as such amount may be decreased in accordance with the provisions hereof, the "Swingline Sublimit"), (ii) with respect to the Multicurrency Revolving Lenders collectively, the Outstanding Amount of Multicurrency Revolving Obligations shall not exceed the Aggregate Multicurrency Revolving Committed Amount and (iii) with regard to each Revolving Lender individually, such Revolving Lender's Aggregate Revolving Commitment Percentage of Revolving Obligations shall not exceed its respective Aggregate Revolving Committed Amount. Swingline Loans shall be comprised solely of Base Rate Loans, and may be repaid and reborrowed in accordance with the provisions hereof. Immediately upon the making of a Swingline Loan, each Multicurrency Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swingline Lender a participation interest in such Swingline Loan in an amount equal to such Lender's Multicurrency Revolving Commitment Percentage thereof.

(d) [Reserved].

(e) Term B Loans. The Term B Lenders agree to make a term loan (in the amount equal to the Term B Commitment) to the Borrower on the Closing Date in a single advance in Dollars (the "Term B Loans"). The Term B Loans may consist of Base Rate Loans, Term Benchmark Loans, RFR Loans or a combination thereof, as the Borrower may request. Amounts repaid on the Term B Loans may not be reborrowed.

2.02 Borrowings, Conversions and Continuations.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of a Term Benchmark Loan, shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent by delivery to the Administrative Agent of a written Loan Notice appropriately completed and signed by a Responsible Officer of the applicable Borrower. Each such notice must be received by the Administrative Agent not later than (i) with respect to Term Benchmark Loans or RFR Loans, 12:00 noon (Local Time) three (3) Business Days (or, in the case of Multicurrency Revolving Loans denominated in Alternative Currency, four (4) Business Days) prior to the requested date of, (ii) with respect to Base Rate Loans denominated in Dollars, 12:00 noon (Local Time) on the requested date of or (iii) in the case of Base Rate Loans denominated in Canadian Dollars, 12:00 noon (Local Time) one Business Day prior to the requested date of. Except in the case of any Revolving Loan that is borrowed to refinance a Swingline Loan or L/C Borrowing (which may be in an amount sufficient to refinance such Swingline Loan or L/C Borrowing), each Borrowing, conversion or continuation shall be in a principal amount of (i) with respect to Term Benchmark Loans or RFR Loans (A) denominated in Dollars, [*figure redacted*] or a whole multiple of [*figure redacted*] in excess thereof, (B) denominated in Euros, [*figure redacted*] or a whole multiple of [*figure redacted*] in excess thereof, (C) denominated in £, [*figure redacted*] or a whole multiple of [*figure redacted*] in excess thereof, (D) denominated in Canadian Dollars, [*figure redacted*] or a whole multiple of [*figure redacted*] in excess thereof, or (E) denominated in Australian Dollars, [*figure redacted*] or a whole multiple of [*figure redacted*] in excess thereof, or (ii) with respect to Base Rate Loans (A) denominated in Dollars, [*figure redacted*] or a whole multiple of [*figure redacted*] in excess thereof or (B) denominated in Canadian Dollars, [*figure redacted*] or an integral multiple of [*figure redacted*] in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower's request is with respect to Dollar Revolving Loans, Multicurrency Revolving Loans or Term B Loans, (ii) whether such request is for a Borrowing, conversion, or continuation, (iii) the requested date of such Borrowing, conversion or continuation (which shall be a Business Day), (iv) the principal amount of Loans to be borrowed, converted or continued, (v) the Type of Loans to be borrowed, converted or continued, (vi) if such Loans are Multicurrency Revolving Loans, the currency of such Loans (which shall be an Approved Currency) and (vii) if applicable, the duration of the Interest Period with respect thereto. If the applicable Borrower fails to specify a Type of Loan in a Loan Notice or if the applicable Borrower fails to give a timely notice requesting a conversion or continuation (other than with respect to Multicurrency Revolving Loans denominated in an Alternative Currency other than Canadian Dollars), then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term Benchmark Loans. If the applicable Borrower requests a Borrowing of, conversion to, or continuation of Term Benchmark Loans in any Loan Notice, but fails to specify an Interest Period, the Interest Period will be deemed to be one (1) month. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided that* any exercise of such option shall not affect the obligation of the Borrower or any other Borrower to repay such Loan in accordance with the terms hereof.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Pro Rata Share of the applicable Loans (the "Section 2.02(b) Ratable Share"), and if no timely notice of a conversion or continuation is provided by the applicable Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Borrowing denominated in Dollars, each Lender shall make the amount of its Loan available to the Administrative Agent in Dollars in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. (New York time) on the Business Day specified in the applicable Loan Notice. In the case of a Borrowing denominated in an Alternative Currency, each Lender shall make the amount of its Loan (net of applicable acceptance fees) available to the Administrative Agent in the applicable Alternative Currency in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. (Local Time) on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 5.02 (and, if such Borrowing is the initial Credit Extension, Section 5.01), the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, without the consent of the Required Lenders, a Term Benchmark Loan may be continued or converted only on the last day of an Interest Period for such Term Benchmark Loan. During the existence of a Default or Event of Default, at the request of the Required Lenders or the Administrative Agent, (i) no Loan denominated in Dollars or Canadian Dollars may be requested as, converted to or continued as a Term Benchmark Loan and (ii) any outstanding Term Benchmark Loan denominated in Dollars or Canadian Dollars shall be converted to a Base Rate Loan on the last day of the Interest Period with respect thereto.

(d) The Administrative Agent shall promptly notify the applicable Borrower and the Lenders of the interest rate applicable to any Interest Period for Term Benchmark Loans or the interest rate applicable for RFR Loans, in each case, upon determination of such interest rate. The determination of the applicable Relevant Rate by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Administrative Agent's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than twenty (20) Interest Periods in effect with respect to the Revolving Loans and Term B Loans.

2.03 Additional Provisions with Respect to Letters of Credit.

(a) Obligation to Issue or Amend.

(i) No L/C Issuer shall issue any Letter of Credit if:

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve (12) months after the date of issuance or the then-current expiration date, unless the Administrative Agent and such L/C Issuer have approved such expiry date;

(B) the expiry date of any requested Letter of Credit would occur after the L/C Sublimit Expiration Date, unless all the L/C Revolving Lenders have approved such expiry date;

(C) with respect to a Letter of Credit to be issued by a Dollar L/C Issuer, such Letter of Credit is to be denominated in a currency other than Dollars; or

(D) with respect to a Letter of Credit to be issued by a Multicurrency L/C Issuer, such Letter of Credit is to be denominated in a currency other than Dollars, Canadian Dollars, Euros or Sterling (provided that the foregoing shall in no way limit the right of a Multicurrency L/C Issuer, in its sole discretion, to issue a Letter of Credit in any other Approved Currency).

(ii) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of

Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense that was not applicable on the Closing Date and that such L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate any Law applicable to such L/C Issuer;

(C) except as otherwise agreed by such L/C Issuer and the Administrative Agent, such Letter of Credit is in an initial stated amount less than the Canadian Dollar Equivalent of [*figure redacted*];

(D) without derogation of clauses (a)(i)(C) and (D) above, such Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;

(E) except as otherwise agreed by such L/C Issuer, such Letter of Credit contains provisions for automatic reinstatement by the amount drawn after any drawing thereunder;

(F) any Dollar Revolving Lender or Multicurrency Revolving Lender is at that time a Defaulting Lender, unless such L/C Issuer has entered into arrangements, including the delivery of cash collateral, reasonably satisfactory to such L/C Issuer with the Borrower or such Lender to eliminate the L/C Issuer's actual or potential L/C Obligations (after giving effect to Section 2.16) with respect to such Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which such L/C Issuer has exposure; and

(G) such Letter of Credit is a commercial Letter of Credit, unless such L/C Issuer otherwise consents, or if the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer with respect to letters of credit.

(iii) No L/C Issuer shall be under any obligation to issue any amendment to or extend any Letter of Credit if such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended or extended form under the terms hereof.

(iv) The applicable L/C Issuer shall act on behalf of the L/C Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and such L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article X with respect to any acts taken or omissions suffered by such L/C Issuer in connection with such Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article X included such L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to such L/C Issuer.

(b) Procedures for Issuance and Amendment; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent) in the form of a L/C Application, appropriately completed and signed by a Responsible Officer of the Borrower. Each such L/C Application must be received by the applicable L/C Issuer and the Administrative Agent (A) not later than 12:00 noon (New York time) at least three (3) Business Days prior to the proposed issuance date or date of amendment, as the case may be, of any Letter of Credit denominated in Dollars and (B) not later than 12:00 noon (Local Time) at least five (5) Business Days prior to the proposed issuance date or date of amendment, as the case may be, of any Letter of Credit denominated in an Alternative Currency (or, in each case, such later date and time as the applicable L/C Issuer and the Administrative Agent may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such L/C Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer: (1) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (2) the amount and currency thereof; (3) the expiry date thereof; (4) the name and address of the beneficiary thereof; (5) the documents to be presented by such beneficiary in case of any drawing thereunder; (6) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (7) such other matters as such L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such L/C Application shall specify in form and detail satisfactory to the applicable L/C Issuer: (I) the Letter of Credit to be amended; (II) the proposed date of amendment thereof (which shall be a Business Day); (III) the nature of the proposed amendment; (IV) the purpose and nature of the requested Letter of Credit; and (V) such other matters as such L/C Issuer may reasonably require. Additionally, the Borrower shall furnish to such L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as such L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any L/C Application, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such L/C Application from the applicable Borrower and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Unless such L/C Issuer has received written notice from the Administrative Agent, any L/C Revolving Lender or any Credit Party, at least one (1) Business Day prior to the requested date of issuance of the applicable Letter of Credit or amendment, that one or more applicable conditions contained in Section 5.01 (if issued on the Closing Date) or 5.02 shall not then be satisfied, then, subject to the terms and conditions hereof, the applicable L/C Issuer shall, on the requested date, issue a Letter of Credit or amendment for the account of the applicable Borrower (or Subsidiary), in each case, in accordance with such L/C Issuer's usual and customary business practices.

(iii) If the Borrower so requests in any L/C Application, the applicable L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); *provided that* any such Auto-Extension Letter of Credit must permit such L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued (but in any event not later than thirty (30) days prior to the scheduled expiry date thereof). Unless otherwise directed by the L/C Issuer, the applicable Borrower shall not be required to make a specific request to the applicable L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the L/C Revolving Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the L/C Sublimit Expiration Date; *provided*, *however, that* no L/C Issuer shall permit any such extension if (A) such L/C Issuer has determined that it would not be permitted or would have no obligation at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five (5) Business Days before the Non-Extension Notice Date from the Administrative Agent or the applicable Borrower that one or more of the applicable conditions specified in Section 5.02 is not then satisfied, and in each case directing such L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon any drawing under any Letter of Credit, the applicable L/C Issuer shall notify the applicable Borrower and the Administrative Agent thereof. In the case of a Letter of Credit denominated in Dollars, the Borrower shall reimburse such L/C Issuer in Dollars. In the case of a Letter of Credit denominated in Canadian Dollars, Australian Dollars, Sterling or Euros, the applicable Borrower shall reimburse such L/C Issuer in Canadian Dollars, Australian Dollars, Sterling or Euros, as applicable. In the case of a Letter of Credit denominated in an Alternative Currency other than Canadian Dollars, Australian Dollars, Sterling or Euros, the applicable Borrower shall reimburse such L/C Issuer in such Alternative Currency unless (x) such L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Canadian Dollars, or (y) in the absence of any such requirement for reimbursement in Canadian Dollars, the applicable Borrower shall have notified such L/C Issuer promptly following receipt of the notice of drawing that the applicable Borrower will reimburse such L/C Issuer in Canadian Dollars. In the case of any such reimbursement in Canadian Dollars of a drawing as of the applicable Revaluation Date under a Letter of Credit denominated in an Alternative Currency other than Dollars, Australian Dollars, Sterling or Euros, such L/C Issuer shall notify the applicable Borrower of the Canadian Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than (x) 12:00 noon (New York time) on or prior to the date that is one (1) Business Day following the date that the applicable Borrower receives notice from any L/C Issuer of any payment by such L/C Issuer under a Letter of Credit to be reimbursed in Canadian Dollars, and (y) the Applicable Time on or prior to the date that is one (1) Business Day following the date the applicable Borrower receives notice from any L/C Issuer of any payment by such L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency (each such date of payment by such L/C Issuer under a Letter of Credit, an "Honor Date"), the applicable Borrower shall reimburse such L/C Issuer through the Administrative Agent in Canadian Dollars or in the applicable Alternative Currency, as the case may be, in an amount equal to the amount of such drawing; *provided that* the Borrower, and the applicable L/C Issuer may, each in their discretion, with the consent of the Administrative Agent and so long as such arrangements do not adversely affect the rights of any Lender in any material respect, enter into Letter of Credit cash collateral prefunding arrangements acceptable to them for the purpose of reimbursing Letter of Credit draws. If the applicable Borrower does not to reimburse the applicable L/C Issuer on the Honor Date, the Administrative Agent, at the request of such L/C Issuer, shall promptly notify each L/C Revolving Lender as of the Honor Date the Canadian Dollar Equivalent of such unreimbursed drawing (an

"Unreimbursed Amount") and the amount of such L/C Revolving Lender's L/C Commitment Percentage thereof.

(ii) Each L/C Revolving Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of such L/C Issuer, in Canadian Dollars at the Administrative Agent's Office for payments in Canadian Dollars in an amount equal to its L/C Commitment Percentage of such Unreimbursed Amount not later than 1:00 p.m. (Local Time) on the Business Day specified in such notice by the Administrative Agent. With respect to any Unreimbursed Amount, the applicable Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of such Unreimbursed Amount, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at (i) through and including the third Business Day following the Honor Date, the rate of interest applicable to Revolving Loans that are Base Rate Loans and (ii) thereafter, the Default Rate. In such event, each L/C Revolving Lender's payment to the Administrative Agent for the account of such L/C Issuer pursuant to this Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Lender in satisfaction of its participation obligation under this Section 2.03.

(iii) Until an L/C Revolving Lender funds its L/C Advance pursuant to this Section 2.03(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such L/C Revolving Lender's L/C Commitment Percentage of such amount shall be solely for the account of such L/C Issuer.

(iv) Each L/C Revolving Lender's obligation to make L/C Advances to reimburse the applicable L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right that such L/C Revolving Lender may have against such L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default or Event of Default, (C) non-compliance with the conditions set forth in Section 5.02, or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided that* such L/C Issuer shall have complied with the provisions of Section 2.03(b)(ii). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse any L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(v) If any L/C Revolving Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such L/C Revolving Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), such L/C Issuer shall be entitled to recover from such L/C Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by such L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by such L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's L/C Advance in respect of the relevant L/C Borrowing. A certificate of the applicable L/C Issuer submitted to any applicable L/C Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (v) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after any L/C Issuer has made a payment under any Letter of Credit and has received from any L/C Revolving Lender such L/C Revolving Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the applicable Borrower or otherwise, including proceeds of cash collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such L/C Revolving Lender its L/C Commitment Percentage (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such L/C Revolving Lender's L/C Advance was outstanding), in the same currency in which such L/C Revolving Lender's L/C Advance was made and in the same type of funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of any L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by such L/C Issuer in its discretion), each L/C Revolving Lender shall pay to the Administrative Agent for the account of such L/C Issuer its L/C Commitment Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such L/C Revolving Lender, at a rate per annum equal to the applicable Overnight Bank Funding Rate from time to time in effect. The obligations of the L/C Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Credit Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the applicable L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Credit Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Credit Agreement or any other Credit Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower, any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), any L/C Issuer or any other Person, whether in connection with this Credit Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by any L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by any L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Borrower or any Subsidiary or in the relevant currency markets generally; or

(vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary.

The applicable Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to the Borrower and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the applicable L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the applicable L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of the L/C Issuers in such Capacity. Each L/C Revolving Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, no L/C Issuer shall have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of any L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any L/C Revolving Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Required L/C Lenders; (ii) any action taken or omitted in the absence of gross negligence, bad faith or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable judgment); or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to the Borrower's use of any Letter of Credit; *provided, however, that* this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as the Borrower may have against the beneficiary or transferee at law or under any other agreement. None of any L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (vi) of Section 2.03(e); *provided, however, that* anything in such clauses to the contrary notwithstanding, the Borrower shall have a claim against each L/C Issuer, and each L/C Issuer shall be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower that are determined by a court of competent jurisdiction in a final non-appealable judgment to have been caused by such L/C Issuer's willful misconduct, bad faith or gross negligence (as determined by a court of competent jurisdiction in a final, non-appealable judgment) or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and each L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. Upon the request of the Administrative Agent or the applicable L/C Issuer, (i) if any L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in a L/C Borrowing, or (ii) if, as of the L/C Sublimit Expiration Date, any Letter of Credit may for any reason remain outstanding and partially or wholly undrawn the applicable Borrower shall immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to [*percentage redacted*] of such Outstanding Amount determined as of the date of such L/C

Borrowing or the L/C Sublimit Expiration Date, as the case may be). The Administrative Agent may, at any time and from time to time after the initial deposit of cash collateral, request that additional cash collateral be provided in order to protect against the results of exchange rate fluctuations. For purposes hereof, "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the applicable L/C Issuer and the L/C Revolving Lenders, as collateral for such L/C Obligations, cash or deposit account balances pursuant to customary documentation in form and substance reasonably satisfactory to the Administrative Agent and such L/C Issuer (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. Cash collateral shall be maintained in blocked, interest bearing deposit accounts or money market fund accounts at the Administrative Agent.

(h) Applicability of ISP. Unless otherwise expressly agreed by any L/C Issuer and the applicable Borrower when a Letter of Credit is issued, the rules of the ISP shall be stated therein to apply to each Letter of Credit.

(i) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of any Subsidiary of the Borrower, the Borrower shall be obligated to reimburse the applicable L/C Issuer for any and all drawings under such Letter of Credit. The Borrower hereby acknowledge that the issuance of Letters of Credit for the account of the Borrower's Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

(j) Letter of Credit Fees. The Borrower shall pay Letter of Credit Fees as set forth in Section 2.09(c).

(k) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(l) Addition of L/C Issuer. The Borrower may, at any time and from time to time, designate one or more additional Revolving Lenders to act as a Dollar L/C Issuer or a Multicurrency L/C Issuer under the terms of this Credit Agreement, with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed) and such Revolving Lender. Any Revolving Lender designated as a Dollar L/C Issuer or Multicurrency L/C Issuer, as the case may be, pursuant to this Section 2.03(l) shall have all the rights and obligations of the Dollar L/C Issuer and Multicurrency L/C Issuer, respectively, under the Credit Documents with respect to Letters of Credit issued or to be issued by it, and all references in the Credit Documents to the term "L/C Issuer," "Dollar L/C Issuer" or "Multicurrency L/C Issuer" shall, with respect to such Letters of Credit, be deemed to refer to such Lender in its capacity as the L/C Issuer, as the context shall require. The Administrative Agent shall notify the Revolving Lenders of any such additional L/C Issuer. If at any time there is more than one L/C Issuer hereunder, the Borrower may, in its discretion, select which L/C Issuer is to issue any particular Letter of Credit.

2.04 Additional Provisions with Respect to Swingline Loans.

(a) Borrowing Procedures. Each Swingline Borrowing shall be made upon the Borrower's irrevocable notice to the Swingline Lender and the Administrative Agent by delivery to the Swingline Lender and the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Swingline Lender and the Administrative Agent not later than 12:00 noon (New York time) on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of [*figure redacted*] and (ii) the requested borrowing date, which shall be a Business Day. Promptly after receipt by the Swingline Lender of any Loan Notice, the Swingline Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Loan Notice and, if not, the Swingline Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swingline Lender has received notice (by telephone or in writing) from the Administrative Agent prior to 3:00 p.m. (New York time) on the date of the proposed Swingline Borrowing (A) directing the Swingline Lender not to make such Swingline Loan as a result of the limitations set forth in this Article II, or (B) that one or more of the applicable conditions specified in Section 5.01 (if on the Closing Date) and Section 5.02 is not then satisfied, then, subject to the terms and conditions hereof, the Swingline Lender will, not later than 4:00 p.m. (New York time) on the borrowing date specified in such Loan Notice, make the amount of its Swingline Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swingline Lender in immediately available funds. The Swingline Lender shall not be required to make any Swingline Loan at any time when a Multicurrency Revolving Lender is a Defaulting Lender (except if all of the Swingline Exposure of such Defaulting Lender is reallocated pursuant to Section 2.16).

(b) Refinancing.

(i) The Swingline Lender at any time in its sole and absolute discretion may (and, in any event, within ten (10) Business Days of the applicable Swingline Borrowing, shall) request that each Multicurrency Revolving Lender fund its risk participations in Swingline Loans in an amount equal to such Multicurrency Revolving Lender's Multicurrency Revolving Commitment Percentage of Swingline Loans then outstanding. Each Multicurrency Revolving Lender shall make an amount equal to its Multicurrency Revolving Commitment Percentage of the amount specified in such notice available to the Administrative Agent in immediately available funds for the account of the Swingline Lender at the Administrative Agent's Office not later than 1:00 p.m. (New York time) on the day specified in such notice. The Administrative Agent shall remit the funds so received to the Swingline Lender.

(ii) Each Multicurrency Revolving Lender's funding of its risk participation in the relevant Swingline Loan and each Multicurrency Revolving Lender's payment to the Administrative Agent for the account of the Swingline Lender pursuant to Section 2.04(b)(i) shall be deemed payment in respect of such participation.

(iii) If any Multicurrency Revolving Lender fails to make available to the Administrative Agent for the account of the Swingline Lender any amount required to be paid by such Multicurrency Revolving Lender pursuant to the foregoing provisions of this Section 2.04(b) by the time specified in Section 2.04(b)(i), the Swingline Lender shall be entitled to recover from such Multicurrency Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swingline Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swingline Lender in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Swingline Lender in connection with the foregoing. If such Multicurrency Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Multicurrency Revolving Lender's funded participation in the relevant Swingline Loan. A certificate of the Swingline Lender submitted to any Multicurrency Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Multicurrency Revolving Lender's obligation to purchase and fund risk participations in Swingline Loans pursuant to this Section 2.04(b) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right that such Multicurrency Revolving Lender may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or Event of Default, (C) non-compliance with the conditions set forth in Section 5.02, or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided that* Swingline Lender has complied with the provisions of Section 2.04(a). No such purchase or funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swingline Loans, together with interest as provided herein.

(c) Repayment of Participations.

(i) At any time after any Multicurrency Revolving Lender has purchased and funded a risk participation in a Swingline Loan, if the Swingline Lender receives any payment on account of such Swingline Loan, the Swingline Lender will distribute to such Multicurrency Revolving Lender its Multicurrency Revolving Commitment Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Multicurrency Revolving Lender's risk participation was funded) in the same funds as those received by the Swingline Lender.

(ii) If any payment received by the Swingline Lender in respect of principal or interest on any Swingline Loan is required to be returned by the Swingline Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swingline Lender in its discretion), each Multicurrency Revolving Lender shall pay to the Swingline Lender its Multicurrency Revolving Commitment Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swingline Lender. The obligations of the Multicurrency Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Credit Agreement.

(d) Interest for Account of Swingline Lender. The Swingline Lender shall be responsible for invoicing the Borrower for interest on the Swingline Loans. Until each Multicurrency Revolving Lender funds its risk participation pursuant to this Section 2.04 of any Swingline Loan, interest in respect thereof shall be solely for the account of the Swingline Lender.

(e) Payments Directly to Swingline Lender. The Borrower shall make all payments of principal and interest in respect of the Swingline Loans directly to the Swingline Lender.

2.05 Repayment of Loans.

(a) Revolving Loans. The Borrower shall repay to the Dollar Revolving Lenders the Outstanding Amount of Dollar Revolving Loans on the Revolving Termination Date. The Borrower shall repay to the Multicurrency Revolving Lenders the Outstanding Amount of Multicurrency Revolving Loans made to it.

(b) Swingline Loans. The Borrower shall repay to the Swingline Lender the Outstanding Amount of the Swingline Loans on the Revolving Termination Date.

(c) [Reserved].

(d) Term B Loans. Starting with the last Business Day of December 2024, on the last Business Day of each March, June, September and December, the Borrower shall repay an aggregate principal amount of Term B Loans equal to [*percentage redacted*] of the aggregate principal amount of all Term B Loans funded on the Closing Date, and on the Term B Loan Termination Date all Term B Loans that are outstanding on the Term B Loan Termination Date shall be repaid in full.

In the event any Incremental Term Loans, Refinancing Term Loans or Extended Term Loans are made, such Incremental Term Loans, Refinancing Term Loans or Extended Term Loans, as applicable, shall be repaid by the Borrower in the amounts and on the dates set forth in the Additional Credit Extension Amendment with respect thereto and on the applicable maturity date thereof.

2.06 Prepayments.

(a) Voluntary Prepayments. The Loans may be repaid in whole or in part without premium or penalty (except as set forth in Section 2.06(e) and, in the case of Loans other than Base Rate Loans, amounts payable pursuant to Section 3.05); *provided that*:

(i) in the case of Loans other than Swingline Loans, (A) notice thereof must be received by 12:00 noon (Local Time) by the Administrative Agent at least three (3) Business Days prior to the date of prepayment, in the case of Term Benchmark Loans or RFR Loans, and one (1) Business Day prior to the date of prepayment, in the case of Base Rate Loans, (B) any such prepayment shall be a minimum principal amount of (u) [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof, in the case of Term Benchmark Loans or RFR Loans denominated in Dollars, (v) [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof, in the case of Term Benchmark Loans denominated in Euros, (w) [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof, in the case of RFR Loans denominated in Sterling, (x) [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof, in the case of Term Benchmark Loans denominated in Canadian Dollars, (y) [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof, in the case of Base Rate Loans denominated in Canadian Dollars, and (z) [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof, in the case of Base Rate Loans denominated in Dollars, or, in each case the entire remaining principal amount thereof, if less; and

(ii) in the case of Swingline Loans, (A) notice thereof must be received by the Swingline Lender by 1:00 p.m. (New York time) on the date of prepayment (with a copy to the Administrative Agent), and (B) any such prepayment shall be in the same minimum principal amounts as for advances thereof (or any lesser amount that may be acceptable to the Swingline Lender).

Each such notice of voluntary prepayment hereunder shall be irrevocable and shall specify the date and amount of such prepayment, the Loans and Types of Loans that are being prepaid and, if Term Benchmark Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will give prompt notice to the applicable Lenders of any prepayment on the Loans and the Lender's interest therein. Prepayments of Term Benchmark Loans hereunder shall be accompanied by accrued interest on the amount prepaid and breakage or other amounts due, if any, under Section 3.05. Notwithstanding the foregoing, a notice of voluntary prepayment delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(b) Discounted Prepayments. Notwithstanding anything in any Credit Document to the contrary, in addition to the terms set forth in Sections 2.06(a) and 11.06, so long as no Event of Default has occurred and is continuing, any Credit Party may prepay the outstanding Term B Loans (which shall, for the avoidance of doubt, be automatically and permanently cancelled immediately upon such prepayment) (or Holdings or any of its Restricted Subsidiaries may purchase such outstanding Loans and contribute such Loans to the Borrower (which shall be automatically cancelled)) without premium or penalty on the following basis:

(i) Any Credit Party shall have the right to make a voluntary prepayment of Term B Loans at a discount to par pursuant to a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offers or Borrower Solicitation of Discounted Prepayment Offers (any such prepayment, the "Discounted Term Loan Prepayment"), in each case made in accordance with this Section 2.06(b) and without premium or penalty.

(ii) Borrower Offer of Specified Discount Prepayment.

(A) Any Credit Party may from time to time offer to make a Discounted Term Loan Prepayment by providing the Administrative Agent with five (5) Business Days' notice in the form of a Specified Discount Prepayment Notice (or such shorter period as agreed by the Administrative Agent); *provided that* (I) any such offer shall be made available, at the sole discretion of the Credit Party, to (x) each Term B Lender and/or (y) each Term B Lender with respect to any Class of Term B Loans on an individual tranche basis, (II) any such offer shall specify the aggregate principal amount offered to be prepaid (the "Specified Discount Prepayment Amount") with respect to each applicable tranche or tranches of Term B Loans subject to such offer and the specific percentage discount to par (the "Specified Discount") of such Term B Loans to be prepaid (it being understood that different Specified Discounts and/or Specified Discount Prepayment Amounts may be offered with respect to different tranches of Term B Loans and, in such event, each such offer will be treated as a separate offer pursuant to the terms of this Section 2.06(b)(ii)), (III) the Specified Discount Prepayment Amount shall be in an aggregate amount not less than [*figure redacted*] and whole increments of [*figure redacted*] in excess thereof and (IV) unless rescinded, each such offer shall remain outstanding through the Specified Discount Prepayment Response Date. The Administrative Agent will promptly provide each applicable Lender with a copy of such Specified Discount Prepayment Notice and a form of the Specified Discount Prepayment Response to be completed and returned by each such Term B Lender to the Administrative Agent (or its delegate) by no later than 5:00 p.m. on the third (3rd) Business Day after the date of delivery of such notice to such Lenders (or such later date specified therein) (the "Specified Discount Prepayment Response Date").

(B) Each Term B Lender receiving such offer shall notify the Administrative Agent (or its delegate) by the Specified Discount Prepayment Response Date whether or not it agrees to accept a prepayment of any of its applicable then outstanding Term B Loans at the Specified Discount and, if so (such accepting Lender, a "Discount Prepayment Accepting Lender"), the amount and the tranches of such Lender's Term B Loans to be prepaid at such offered discount. Each acceptance of a Discounted Term Loan Prepayment by a Discount Prepayment Accepting Lender shall be irrevocable. Any Term B Lender whose Specified Discount Prepayment Response is not received by the Administrative Agent by the Specified Discount Prepayment Response Date shall be deemed to have declined to accept the applicable Borrower Offer of Specified Discount Prepayment.

(C) If there is at least one (1) Discount Prepayment Accepting Lender, the relevant Credit Party will make a prepayment of outstanding Term B Loans pursuant to this Section 2.06(a)(b)(ii) to each Discount Prepayment Accepting Lender in accordance with the respective outstanding amount and tranches of Term B Loans specified in such Lender's Specified Discount Prepayment Response given pursuant to clause (B) above; *provided that* if the aggregate principal amount of Term B Loans accepted for prepayment by all Discount Prepayment Accepting Lenders exceeds the Specified Discount Prepayment Amount, such prepayment shall be made pro rata among the Discount Prepayment Accepting Lenders in accordance with the respective principal amounts accepted to be prepaid by each such Discount Prepayment Accepting Lender and the Administrative Agent (with the consent of such Credit Party and subject to rounding requirements of the Administrative Agent made in its reasonable discretion) will calculate such proration (the "Specified Discount Proration"). The Administrative Agent shall promptly, and in any case within three (3) Business Days following the Specified Discount Prepayment Response Date, notify (I) the relevant Credit Party of the respective Term B Lenders' responses to such offer, the Discounted Prepayment Effective Date and the aggregate principal amount of the Discounted Term Loan Prepayment and the tranches to be prepaid, (II) each Term B Lender of the Discounted Prepayment Effective Date, and the aggregate principal amount and the tranches of Term B Loans to be prepaid at the Specified Discount on such date, (III) each Discount Prepayment Accepting Lender and (IV) the Administrative Agent of the Specified Discount Proration, if any, and confirmation of the principal amount, tranche and Type of Term B Loans of such Lender to be prepaid at the Specified Discount on such date. Each determination by the Administrative Agent of the amounts stated in the foregoing notices to the Credit Party and such Term B Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Credit Party shall be due and payable by such Credit Party on the Discounted Prepayment Effective Date in accordance with Section 2.06(b)(vi) below (subject to Section 2.06(a)(ix) below).

(iii) Borrower Solicitation of Discount Range Prepayment Offers.

(A) Any Credit Party may from time to time solicit Discount Range Prepayment Offers by providing the Administrative Agent with five (5) Business Days' notice in the form of a Discount Range Prepayment Notice (or such shorter period as agreed by the Administrative Agent); *provided that* (I) any such solicitation shall be extended, at the sole discretion of such Credit Party, to (x) each Term B Lender and/or (y) each Term B Lender with respect to any Class of Term B Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate principal amount of the relevant Term B Loans (the "Discount Range Prepayment Amount"), the tranche or tranches of Term B Loans subject to such offer and the maximum and minimum percentage discounts to par (the "Discount Range") of the principal amount of such Term B Loans with respect to each relevant tranche of Term B Loans willing to be prepaid by such Credit Party (it being understood that different Discount Ranges and/or Discount Range Prepayment Amounts may be offered with respect to different tranches of Term B Loans and, in such event, each such offer will be treated as a separate offer pursuant to the terms of this Section 2.06(b)(iii)), (III) the Discount Range Prepayment Amount shall be in an aggregate amount not less than [*figure redacted*] and whole increments of [*figure redacted*] in excess thereof and (IV) unless rescinded, each such solicitation by a Credit Party shall remain outstanding through the Discount Range Prepayment Response Date. The Administrative Agent will promptly provide each applicable Lender with a copy of such Discount Range Prepayment Notice and a form of the Discount Range Prepayment Offer to be submitted by a responding Lender to the Administrative Agent (or its delegate) by no later than 5:00 p.m. on the third (3^{rd}) Business Day after the date of delivery of such notice to such Lenders (or such later date specified therein) (the "Discount Range Prepayment Response

Date"). Each Term B Lender's Discount Range Prepayment Offer shall be irrevocable and shall specify a discount to par within the Discount Range (the "Submitted Discount") at which such Lender is willing to allow prepayment of any or all of its then outstanding Term B Loans of the applicable tranche or tranches and the maximum aggregate principal amount and tranches of such Lender's Term B Loans (the "Submitted Amount") such Term B Lender is willing to have prepaid at the Submitted Discount. Any Term B Lender whose Discount Range Prepayment Offer is not received by the Administrative Agent by the Discount Range Prepayment Response Date shall be deemed to have declined to accept a Discounted Term Loan Prepayment of any of its Term B Loans at any discount to their par value within the Discount Range.

(B) The Administrative Agent shall review all Discount Range Prepayment Offers received on or before the applicable Discount Range Prepayment Response Date and shall determine (with the consent of such Credit Party and subject to rounding requirements of the Administrative Agent made in its sole reasonable discretion) the Applicable Discount and Term B Loans to be prepaid at such Applicable Discount in accordance with this Section 2.06(b)(iii). The relevant Credit Party agrees to accept on the Discount Range Prepayment Response Date all Discount Range Prepayment Offers received by the Administrative Agent by the Discount Range Prepayment Response Date, in the order from the Submitted Discount that is the largest discount to par to the Submitted Discount that is the smallest discount to par, up to and including the Submitted Discount that is the smallest discount to par within the Discount Range (such Submitted Discount that is the smallest discount to par within the Discount Range being referred to as the "Applicable Discount") which yields a Discounted Term Loan Prepayment in an aggregate principal amount equal to the lower of (I) the Discount Range Prepayment Amount and (II) the sum of all Submitted Amounts. Each Term B Lender that has submitted a Discount Range Prepayment Offer to accept prepayment at a discount to par that is larger than or equal to the Applicable Discount shall be deemed to have irrevocably consented to prepayment of Term B Loans equal to its Submitted Amount (subject to any required proration pursuant to the following clause (3)) at the Applicable Discount (each such Term B Lender, a "Participating Lender").

(C) If there is at least one (1) Participating Lender, the relevant Credit Party will prepay the respective outstanding Term B Loans of each Participating Lender in the aggregate principal amount and of the tranches specified in such Lender's Discount Range Prepayment Offer at the Applicable Discount; *provided that* if the Submitted Amount by all Participating Lenders offered at a discount to par greater than the Applicable Discount exceeds the Discount Range Prepayment Amount, prepayment of the principal amount of the relevant Term B Loans for those Participating Lenders whose Submitted Discount is a discount to par greater than or equal to the Applicable Discount (the "Identified Participating Lenders") shall be made pro rata among the Identified Participating Lenders in accordance with the Submitted Amount of each such Identified Participating Lender and the Administrative Agent (with the consent of such Credit Party and subject to rounding requirements of the Administrative Agent made in its sole reasonable discretion) will calculate such proration (the "Discount Range Proration"). The Administrative Agent shall promptly, and in any case within five (5) Business Days following the Discount Range Prepayment Response Date, notify (I) the relevant Credit Party of the respective Term B Lenders' responses to such solicitation, the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount of the Discounted Term Loan Prepayment and the tranches to be prepaid, (II) each Term B Lender of the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount and tranches of Term B Loans to be prepaid at the Applicable Discount on such date, (III) each Participating Lender of the aggregate principal amount and tranches of such Term B Lender to be prepaid at the Applicable Discount on such date, (IV) if applicable, each Identified Participating Lender and (V) the Administrative Agent of the Discount Range Proration. Each determination by the Administrative Agent of the amounts stated in the foregoing notices to the relevant Credit Party and Term B Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Credit Party shall be due and payable by such Credit Party on the Discounted Prepayment Effective Date in accordance with Section 2.06(b)(vi) below (subject to Section 2.06(b)(ix) below).

(iv) Borrower Solicitation of Discounted Prepayment Offers.

(A) Any Credit Party may from time to time solicit Solicited Discounted Prepayment Offers by providing the Administrative Agent with five (5) Business Days' notice in the form of a Solicited Discounted Prepayment Notice (or such later notice specified therein); *provided that* (I) any such solicitation shall be extended, at the sole discretion of such Credit Party, to (x) each Term B Lender and/or (y) each Lender with respect to any Class of Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate amount of the Term B Loans (the "Solicited Discounted Prepayment Amount") and the tranche or tranches of Term B Loans the Borrower is willing to prepay at a discount (it being understood that different Solicited Discounted Prepayment Amounts may be offered with respect to different tranches of Term B Loans and, in such event, each such offer will be treated as a separate offer pursuant to the terms of this Section 2.06(b)(iv)), (III) the Solicited Discounted Prepayment Amount shall be in an aggregate amount not less than [*figure redacted*] and whole increments of [*figure redacted*] in excess thereof and (IV) unless rescinded, each such solicitation by a Credit Party shall remain outstanding through the Solicited Discounted Prepayment Response Date. The Administrative Agent will promptly provide each applicable Lender with a copy of such Solicited Discounted Prepayment Notice and a form of the Solicited Discounted Prepayment Offer to be submitted by a responding Lender to the Administrative Agent (or its delegate) by no later than 5:00 p.m. on the third (3^{rd}) Business Day after the date of delivery of such notice to such Term B Lenders (the "Solicited Discounted Prepayment Response Date"). Each Term B Lender's Solicited Discounted Prepayment Offer shall (x) be irrevocable, (y) remain outstanding until the Acceptance Date and (z) specify both a discount to par (the "Offered Discount") at which such Term B Lender is willing to allow prepayment of its then outstanding Term B Loan and the maximum aggregate principal amount and tranches of such Term B Loans (the "Offered Amount") such Term B Lender is willing to have prepaid at the Offered Discount. Any Term B Lender whose Solicited Discounted Prepayment Offer is not received by the Administrative Agent by the Solicited Discounted Prepayment Response Date shall be deemed to have declined prepayment of any of its Term B Loans at any discount.

(B) The Administrative Agent shall promptly provide the relevant Credit Party with a copy of all Solicited Discounted Prepayment Offers received on or before the Solicited Discounted Prepayment Response Date. Such Credit Party shall review all such Solicited Discounted Prepayment Offers and select the largest of the Offered Discounts specified by the relevant responding Term B Lenders in the Solicited Discounted Prepayment Offers that is acceptable to the Credit Party (the "Acceptable Discount"), if any. If the Credit Party elects to accept any Offered Discount as the Acceptable Discount, then as soon as practicable after the determination of the Acceptable Discount, but in no event later than by the fifth (5th) Business Day after the date of receipt by such Credit Party from the Administrative Agent of a copy of all Solicited Discounted Prepayment Offers pursuant to the first sentence of this clause (B) (the "Acceptance Date"), the Credit Party shall submit an Acceptance and Prepayment Notice to the Administrative Agent setting forth the Acceptable Discount. If the Administrative Agent shall fail to receive an Acceptance and Prepayment Notice from the Credit Party by the Acceptance Date, such Credit Party shall be deemed to have rejected all Solicited Discounted Prepayment Offers.

(C) Based upon the Acceptable Discount and the Solicited Discounted Prepayment Offers received by the Administrative Agent by the Solicited Discounted Prepayment Response Date, within five (5) Business Days after receipt of an Acceptance and Prepayment Notice (the "Discounted Prepayment Determination Date"), the Administrative Agent will determine (with the consent of such Credit Party and subject to rounding requirements of the Administrative Agent made in its sole reasonable discretion) the aggregate principal amount and the tranches of Term B Loans (the "Acceptable Prepayment Amount") to be prepaid by the relevant Credit Party at the Acceptable Discount in accordance with this Section 2.06(b)(iv). If the Credit Party elects to accept any Acceptable Discount, then the Credit Party agrees to accept all Solicited Discounted Prepayment Offers received by the Administrative Agent by the Solicited Discounted Prepayment Response Date, in the order from largest Offered Discount to smallest Offered Discount, up to and including the Acceptable Discount. Each Term B Lender that has submitted a Solicited Discounted Prepayment Offer with an Offered Discount that is greater than or equal to the Acceptable Discount shall be deemed to have irrevocably consented to prepayment of Term B Loans equal to its Offered Amount (subject to any required pro rata reduction pursuant to the following sentence) at the Acceptable Discount (each such Lender, a "Qualifying Lender"). The Credit Party will prepay outstanding Term B Loans pursuant to this Section 2.06(b)(iv) to each Qualifying Lender in the aggregate principal amount and of the tranches specified in such Lender's Solicited Discounted Prepayment Offer at the Acceptable Discount; *provided that* if the aggregate Offered Amount by all Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount exceeds the Solicited Discounted Prepayment Amount, prepayment of the principal amount of the Term B Loans for those Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount (the "Identified Qualifying Lenders") shall be made pro rata among the Identified Qualifying Lenders in accordance with the Offered Amount of each such Identified Qualifying Lender and the Administrative Agent (with the consent of such Credit Party and subject to rounding requirements of the Administrative Agent made in its sole reasonable discretion) will calculate such proration (the "Solicited Discount Proration"). On or prior to the Discounted Prepayment Determination Date, the Administrative Agent shall promptly notify (I) the relevant Credit Party of the Discounted Prepayment Effective Date and Acceptable Prepayment Amount comprising the Discounted Term Loan Prepayment and the tranches to be prepaid, (II) each Term B Lender of the Discounted Prepayment Effective Date, the Acceptable Discount, and the Acceptable Prepayment Amount of all Term B Loans and the tranches to be prepaid at the Applicable Discount on such date, (III) each Qualifying Lender of the aggregate principal amount and the tranches of such Term B Lender to be prepaid at the Acceptable Discount on such date, (IV) if applicable, each Identified Qualifying Lender and (V) the Administrative Agent of the Solicited Discount Proration. Each determination by the Administrative Agent of the amounts stated in the foregoing notices to such Credit Party and Term B Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to such Credit Party shall be due and payable by such Credit Party on the Discounted Prepayment Effective Date in accordance with Section 2.06(b)(vi) below (subject to Section 2.06(b)(vi) below).

(v) In connection with any Discounted Term Loan Prepayment, each member of the Consolidated Group and the Term B Lenders acknowledge and agree that the Administrative Agent may require as a condition to any Discounted Term Loan Prepayment, the payment of customary fees and expenses from a Credit Party in connection therewith.

(vi) If any Term B Loan is prepaid in accordance with Sections 2.06(b)(ii) through 2.06(b)(iv) above, a Credit Party shall prepay such Term B Loans on the Discounted Prepayment Effective Date. The relevant Credit Party shall make such prepayment to the Administrative Agent, for the account of the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable, at the Administrative Agent's Office in immediately available funds not later than 11:00 a.m. on the Discounted Prepayment Effective Date and all such prepayments shall be applied to the remaining principal installments of the relevant tranche of Loans being prepaid as directed by the Borrower (and absent such direction, in direct order of maturity). The Term B Loans so prepaid shall be accompanied by all accrued and unpaid interest on the par principal amount so prepaid up to, but not including, the Discounted Prepayment Effective Date. Each prepayment of the outstanding Term B Loans pursuant to this Section 2.06(b) shall be paid to the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable, and shall be applied to the relevant Loans of such Lenders in accordance with their respective Pro Rata Share. The aggregate principal amount of the tranches and installments of the relevant Term B Loans outstanding shall be deemed reduced by the full par value of the aggregate principal amount of the tranches of Term B Loans prepaid on the Discounted Prepayment Effective Date in any Discounted Term Loan Prepayment. In connection with each prepayment pursuant to this Section 2.06(b), each Lender participating in any prepayment described in this Section 2.06(b) acknowledges and agrees that in connection therewith, (1) the Borrower or any Credit Party then may have, and later may come into possession of, information regarding the Borrower and its affiliates not known to such Lender and that may be material to a decision by such Lender to participate in such prepayment (including material non-public information) ("Excluded Information"), (2) such Lender has independently, and without reliance on the Borrower, any of its Subsidiaries, the Administrative Agent or any of their respective Affiliates, made its own analysis and determination to participate in such prepayment notwithstanding such Lender's lack of knowledge of the Excluded Information, (3) no member of the Consolidated Group or any of their respective Affiliates shall be required to make any representation that it is not in possession of material non-public information and all parties to the relevant transactions shall render customary "big boy" disclaimer letters, (4) none of the Borrower, its Subsidiaries, the Administrative Agent or any of their respective Affiliates shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Borrower, its Subsidiaries, the Administrative Agent and their respective Affiliates, under applicable Laws or otherwise, with respect to the nondisclosure of the Excluded Information, and (5) the Excluded Information may not be available to the Administrative Agent or the other Lenders.

(vii) To the extent not expressly provided for herein, each Discounted Term Loan Prepayment shall be consummated pursuant to procedures consistent with the provisions in this Section 2.06(b), established by the Administrative Agent acting in its reasonable discretion and as reasonably agreed by the Borrower.

(viii) Each member of the Consolidated Group and the Term B Lenders acknowledges and agrees that the Administrative Agent may perform any and all of its duties under this

Section 2.06(b) by itself or through any Affiliate of the Administrative Agent and expressly consents to any such delegation of duties by the Administrative Agent to such Affiliate and the performance of such delegated duties by such Affiliate. The exculpatory provisions pursuant to this Credit Agreement shall apply to each Affiliate of the Administrative Agent and its respective activities in connection with any Discounted Term Loan Prepayment provided for in this Section 2.06(b) as well as activities of the Administrative Agent.

(ix) Each Credit Party shall have the right, by written notice to the Administrative Agent, to revoke in full (but not in part) its offer to make a Discounted Term Loan Prepayment and rescind the applicable Specified Discount Prepayment Notice, Discount Range Prepayment Notice or Solicited Discounted Prepayment Notice therefor at its discretion at any time on or prior to the applicable Specified Discount Prepayment Response Date (and if such offer is revoked pursuant to the preceding clauses, any failure by such Credit Party to make any prepayment to a Lender, as applicable, pursuant to this Section 2.06(b) shall not constitute a Default or Event of Default under Section 9.01 or otherwise).

(x) No proceeds of Revolving Loans may be used for a prepayment of the outstanding Term B Loans pursuant to this Section 2.06(b).

(c) Mandatory Prepayments. Subject in each case to Section 2.06(d):

(i) Revolving Commitments.

(A) If at any time (1) the Outstanding Amount of Dollar Revolving Obligations shall exceed the Aggregate Multicurrency Revolving Committed Amount, (2) the Outstanding Amount of Multicurrency Revolving Obligations shall exceed the Aggregate Multicurrency Revolving Committed Amount, (3) the Outstanding Amount of Swingline Loans shall exceed the Swingline Sublimit and (4) the L/C Obligations shall exceed the L/C Sublimit or the L/C Committed Amount (in each case, other than solely as a result of changes in Spot Rates) immediate prepayment will be made on or in respect of the applicable Revolving Obligations in an amount equal to the difference; *provided, however, that* except under the circumstances described in Section 2.03(a)(ii)(A), 2.03(c), 2.03(d)(i), 2.03(g), 2.06(b)(i)(B), 2.16(d) or 9.02(c)(iii), L/C Obligations will not be Cash Collateralized hereunder until the Revolving Loans and Swingline Loans have been paid in full. If on any Revaluation Date and solely as a result of changes in Spot Rates, the Outstanding Amount of Multicurrency Revolving Obligations shall exceed [*percentage redacted*] of the Aggregate Multicurrency Revolving Committed Amount, immediate prepayment will be made on or in respect of the applicable Revolving Obligations in an amount equal to the difference.

(B) If the Administrative Agent or an L/C Issuer notifies the Borrower at any time that the Outstanding Amount of all L/C Obligations (whether or not as a result of a change in Spot Rates) at such time exceeds an amount equal to [*percentage redacted*] of the L/C Sublimit then in effect, then, within two (2) Business Days after receipt of such notice, the Borrower shall Cash Collateralize the L/C Obligations in an aggregate amount sufficient to reduce such Outstanding Amount as of such date of payment to an amount not to exceed [*percentage redacted*] of the L/C Sublimit. The Administrative Agent may, at any time and from time to time after the initial deposit of such cash collateral, request that additional cash collateral be provided in order to protect against the results of further exchange rate fluctuations.

(ii) Subject Dispositions and Involuntary Dispositions. On or before the applicable date set forth in the next sentence, prepayment will be made on the Term B Loans in an amount equal to [*percentage redacted*] of the Net Cash Proceeds received from any Subject Disposition or Involuntary Disposition by any member of the Restricted Group [*redacted*], but solely to the extent (x) the Net Cash Proceeds received in such Subject Disposition (or series of related Subject Dispositions) or Involuntary Disposition (or series of related Involuntary Dispositions) exceed the greater of [*figure redacted*] and [*percentage redacted*] of LTM Consolidated EBITDA, and (y) such Net Cash Proceeds are not used to, subject to compliance with Section 8.02, acquire, maintain, develop, construct, improve, upgrade or repair Property (including any Capital Expenditures or capitalized software expenditures) or make Investments (other than inventory, accounts receivable or Cash and Cash Equivalents) useful in the business of the Consolidated Group in any member of the Consolidated Group or to make Permitted Acquisitions that are otherwise permitted hereunder within twelve (12) months of the date of such Subject Disposition or Involuntary Disposition (or to the extent contractually committed to be reinvested prior to the expiration of such twelve (12) month period, eighteen (18) months of the date of such Subject Disposition or Involuntary Disposition); *provided that* such a reinvestment shall not be permitted if an Event of Default shall have occurred and be continuing at the time the Borrower commits to make such reinvestment or, if no such commitment is made, the time the reinvestment is actually made, and in either such circumstance such Net Cash Proceeds shall be used to make prepayments on the Loans; *provided, further, that* to the extent any Incremental Equivalent Debt is then outstanding and is secured by a Lien on the Collateral that is pari passu in priority with the Lien on the Collateral securing the Obligations and is required by the terms thereof to make a prepayment or make a repurchase offer from the net cash proceeds of such Subject Disposition or Involuntary Disposition ("Applicable Pari Passu Debt"), a portion of such Net Cash Proceeds not exceeding the Ratable Net Proceeds Share may be applied to prepay such Applicable Pari Passu Debt. Any such prepayment from any Net Cash Proceeds required by the previous sentence shall be made promptly after the Borrower determines that it will not reinvest such Net Cash Proceeds in accordance with the terms and limitations of the previous sentence, but in no event later than twelve (12) months (or eighteen (18) months if a contractual commitment to reinvest such Net Cash Proceeds has been made within the initial twelve (12) month period) (the "Reinvestment Prepayment Date") following the receipt of such Net Cash Proceeds.

(iii) Indebtedness. Prepayment will be made on the Term B Loans in an amount equal to [*percentage redacted*] of the Net Cash Proceeds received from any incurrence or issuance of Indebtedness by any member of the Restricted Group after the Closing Date (other than Indebtedness expressly permitted to be incurred or issued pursuant to Section 8.03, (other than (a) Refinancing Debt and (b) initial borrowings under Replacement Revolving Commitments)); *provided that* prepayments required by initial borrowings under Replacement Revolving Commitments shall be applied only to borrowings under the Replaced Revolving Commitments (with reduction or termination of Revolving Commitments being replaced as required by clause (i) of the proviso to Section 2.19(a)); *provided, further, that* prepayments required by initial borrowings or Refinancing Term Loans or incurrence of Refinancing Notes/Loans shall be applied only to borrowings under the Refinancing Term Loans (with reduction or termination of Revolving Commitments being replaced as required by clause (i) of the proviso to Section 2.18(a)). Any prepayment in respect of such Indebtedness hereunder will be payable on the Business Day following receipt by any member of the Restricted Group of the Net Cash Proceeds therefrom.

(iv) Consolidated Excess Cash Flow. If for any fiscal year of the Borrower ending after June 30, 2025 there shall be Consolidated Excess Cash Flow in excess of the greater of [*figure and percentage redacted*] of LTM Consolidated EBITDA, then, on a date that is no later than five (5) Business Days following the date that financial statements for such fiscal year are required to be delivered pursuant to Section 7.01(a), the Term B Loans shall be prepaid by an amount equal to the ECF Application Amount for such fiscal year less any voluntary prepayments of Term Loans made during such fiscal year (other than such voluntary prepayments that are funded by the proceeds of Indebtedness).

(v) Term Benchmark Prepayment Account. If the Borrower is required to make a mandatory prepayment of Term Benchmark Loans under this Section 2.06(c), so long as no Event of Default exists, the Borrower shall have the right, in lieu of making such prepayment in full, to deposit an amount equal to such mandatory prepayment with the Administrative Agent in a cash collateral account maintained (pursuant to documentation reasonably satisfactory to the Administrative Agent) by and in the sole dominion and control of the Administrative Agent. Any amounts so deposited shall be held by the Administrative Agent as collateral for the prepayment of such Term Benchmark Loans and shall be applied to the prepayment of the applicable Term Benchmark Loans at the earliest of (x) the end of the current Interest Periods applicable thereto, (y) three (3) months following the date of such deposit and (z) at the election of the Administrative Agent, upon the occurrence of an Event of Default. At the request of the Borrower, amounts so deposited shall be invested by the Administrative Agent in Cash Equivalents maturing on or prior to the date or dates on which it is anticipated that such amounts will be applied to prepay such Term Benchmark Loans; any interest earned on such Cash Equivalents will be for the account of the Borrower and the Borrower will deposit with the Administrative Agent the amount of any loss on any such Cash Equivalents to the extent necessary in order that the amount of the prepayment to be made with the deposited amounts may not be reduced.

(vi) Foreign Dispositions and Consolidated Excess Cash Flow. Notwithstanding any other provisions of this Section 2.06, (i) to the extent that any of or all the Net Cash Proceeds of any Subject Disposition or Involuntary Disposition by a Foreign Subsidiary (collectively, a "Foreign Disposition") or Consolidated Excess Cash Flow attributable to Foreign Subsidiaries are prohibited or delayed by applicable local law from being repatriated to Canada, the portion of such Net Cash Proceeds or Consolidated Excess Cash Flow so affected will not be required to be applied to prepay Loan Obligations at the times provided in this Section 2.06 but may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation to Canada (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all commercially reasonable actions available under applicable local law to permit such repatriation), and once such repatriation of any of such affected Net Cash Proceeds or Consolidated Excess Cash Flow that, in each case, would otherwise be required to be used to make a prepayment pursuant to Section 2.06(c)(ii) or 2.06(c)(iv), is permitted under the applicable local law, such repatriation will be immediately effected and such repatriated Net Cash Proceeds or Consolidated Excess Cash Flow will be promptly (and in any event not later than ten (10) Business Days after such repatriation) applied (net of additional Taxes payable or reserved against as a result thereof) to the prepayment of the Loan Obligations pursuant to this Section 2.06 and (ii) to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition or Foreign Subsidiary Consolidated Excess Cash Flow would have material adverse Tax cost consequences with respect to such Net Cash Proceeds or Consolidated Excess Cash Flow, such Net Cash Proceeds or Consolidated Excess Cash Flow so affected may be retained by the applicable Foreign Subsidiary; *provided that* in the case of this clause (ii), on or before the date on which any such Net Cash Proceeds so retained would otherwise have been required to be applied to reinvestments or prepayments pursuant to Section 2.06(c)(ii) or any such Consolidated Excess Cash Flow would have been required to be applied to prepayments pursuant to Section 2.06(c)(iv), the Borrower applies an amount equal to such Net Cash Proceeds or Consolidated Excess Cash Flow to such reinvestments or prepayments, as applicable, as if such Net Cash Proceeds or Consolidated Excess Cash Flow had been received by the Borrower rather than such Foreign Subsidiary, less the amount of additional Taxes that would have been payable or reserved against if such Net Cash Proceeds or Consolidated Excess Cash Flow had been repatriated (or, if less, the Net Cash Proceeds or Consolidated Excess Cash Flow that would be calculated if received by such Foreign Subsidiary).

(vii) Declined Proceeds. The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made by the Borrower pursuant to clauses (ii) and (iv) of this Section 2.06(c) not later than 11:00 a.m. at least three Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the aggregate amount of such prepayment required to be made by the Borrower. The Administrative Agent will promptly notify each applicable Lender of the contents of the Borrower's prepayment notice and of such applicable Lender's Pro Rata Share of the prepayment. Each Term Lender may reject all (but not less than all) of its Pro Rata Share of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Term Loans required to be made pursuant to clauses (ii) and (iv) of this Section 2.06(c) by providing written notice (each, a "Rejection Notice") to the Administrative Agent no later than 5:00 p.m. one Business Day prior to the date of such prepayment; *provided, however, that* in no event may the proceeds of any Refinancing Debt be rejected. If a Term Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans. Any Declined Proceeds shall be retained by the Borrower.

(d) Application. Within each Loan, prepayments will be applied first to Base Rate Loans and RFR Loans, then to Term Benchmark Loans in direct order of Interest Period maturities. In addition:

(i) Voluntary Prepayments of Loans. Prepayments of Term Loans pursuant to Section 2.06(a) shall be applied to any tranche of Term Loans as directed by the Borrower (and, within such tranche, shall be applied to the payments required under Section 2.05(d) (in the case of Term B Loans) as directed by the Borrower). Voluntary prepayments on the Loan Obligations will be paid by the Administrative Agent to the Lenders ratably in accordance with their respective interests therein.

(ii) Mandatory Prepayments of Loans. Mandatory prepayments on the Loan Obligations will be paid by the Administrative Agent to the Lenders ratably in accordance with their respective interests therein; *provided that*:

(A) Mandatory prepayments in respect of the Revolving Commitments under subsection (b)(i)(A) above shall be applied to the respective Revolving Obligations as appropriate.

(B) Mandatory prepayments in respect of Subject Dispositions and Involuntary Dispositions under subsection (c)(ii) above, Indebtedness under subsection (c)(iii) and Consolidated Excess Cash Flow under subsection (c)(iv) above shall be applied (i) first to Term Loans on a pro rata basis (in direct order of maturity and, within any tranche, shall be applied on a pro rata basis to the payments required under Section 2.05(d) (in the case of Term B Loans)), then (ii) to the Revolving Obligations (without permanent reduction of the Revolving Commitments); *provided that* prepayments in respect of Indebtedness under subsection (c)(iii) with the proceeds of Refinancing Debt or Replacement Revolving Commitments shall be applied only to the Loan or Commitment being refinanced.

(e) Prepayment Fee. Upon the occurrence of a [*redacted*] prior to the date that is twelve (12) months after the Closing Date, the Borrower shall pay to the Term B Lenders a prepayment fee (the "Prepayment Fee") equal to [*percentage redacted*] of the aggregate principal amount of the Term Loans subject to such Repricing Transaction; *provided that* no Prepayment Fee shall apply in the event of [*redacted*].

2.07 Termination or Reduction of Commitments.

The Dollar Revolving Commitments or the Multicurrency Revolving Commitments (ratably among Dollar Revolving Commitments and the Multicurrency Revolving Commitments, as applicable) hereunder may be permanently reduced in whole or in part by notice from the Borrower to the Administrative Agent; *provided that* (i) any such notice thereof must be received by 12:00 noon (New York time) at least five (5) Business Days prior to the date of reduction or termination and any such reduction or terminations shall be in a minimum amount of [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof; and (ii) the Commitments may not be reduced to an amount less than the Outstanding Amount of Loan Obligations then outstanding thereunder. The Administrative Agent will give prompt notice to the Lenders of any such reduction in Commitments. Any reduction of any Commitments shall be applied to the Commitment of each applicable Lender according to its Pro Rata Share. All commitment or other fees accrued with respect to any Commitment through the effective date of any termination thereof shall be paid on the effective date of such termination. A notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

2.08 Interest.

(a) Subject to the provisions of subsection (b) below, (i) each Term Benchmark Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the applicable Relevant Rate for such Interest Period plus the Applicable Percentage; (ii) each Loan that is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Percentage; (iii) each RFR Loan shall bear interest on the outstanding principal amount from the applicable borrowing date at a rate per annum equal to the applicable Adjusted Daily Simple RFR plus the Applicable Percentage, and (iv) each Swingline Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Percentage.

(b) If any amount payable by the Borrower under any Credit Document is not paid when due, then such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law.

(c) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(d) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees.

(a) [Reserved].

(b) Commitment Fees. The Borrower shall pay to the Administrative Agent for the account of (x) each Dollar Revolving Lender in accordance with its Dollar Revolving Commitment Percentage, a commitment fee equal to the applicable Commitment Fee Rate times the actual daily amount by which the Aggregate Dollar Revolving Committed Amount exceeds the sum of (i) the Outstanding Amount of Dollar Revolving Loans and (ii) the Outstanding Amount of Dollar Facility L/C Obligations, and (y) each Multicurrency Revolving Lender in accordance with its Multicurrency Revolving Commitment Percentage, a commitment fee in Canadian Dollars equal to the applicable Commitment Fee Rate times the actual daily amount by which the Aggregate Multicurrency Revolving Committed Amount exceeds the sum of (i) the Outstanding Amount of Multicurrency Revolving Loans (but not, for the avoidance of doubt, any Swingline Loans) and (ii) the Outstanding Amount of Multicurrency Facility L/C Obligations (the fees in clauses (x) and (y) collectively, the "Commitment Fees"). The Commitment Fee shall accrue from and including the Closing Date, and shall be due and payable quarterly in arrears (A) on the last Business Day of each March, June, September and December, commencing with the last Business Day of the first full Fiscal Quarter to occur after the Closing Date and (B) on the Revolving Termination Date.

(c) Letter of Credit Fees.

(i) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent, for the account of each L/C Revolving Lender in accordance with its L/C Commitment Percentage, a Letter of Credit fee, in Canadian Dollars, for each Letter of Credit, an amount equal to the Applicable Percentage for Revolving Loans that are Term Benchmark Loans multiplied by the daily maximum undrawn Outstanding Amount under such Letter of Credit (the "Letter of Credit Fees"). For purposes of computing the daily undrawn Outstanding Amount under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.10. The Letter of Credit Fees shall be computed on a quarterly basis in arrears, and shall be due and payable on the tenth (10th) day of each January, April, July and October (for the Letter of Credit Fees accrued during the previous calendar quarter), commencing with the first such date to occur after the issuance of such Letter of Credit, on the L/C Sublimit Expiration Date and thereafter on demand. If there is any change in the Applicable Percentage during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Percentage separately for each period during such quarter that such Applicable Percentage was in effect. Notwithstanding anything to the contrary contained herein, while any Event of Default has occurred and is continuing under Section 9.01(a), (f) or (h), all Letter of Credit Fees shall accrue at the Default Rate.

(ii) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers. The Borrower shall pay directly to each L/C Issuer for its own account a fronting fee in Canadian Dollars with respect to each Letter of Credit issued by it, equal to [*percentage redacted*] of the daily undrawn Outstanding Amount under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the tenth (10th) day of each January, April, July and October (for fronting fees accrued during the previous calendar quarter or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the L/C Sublimit Expiration Date and thereafter on demand. For purposes of computing the daily undrawn Outstanding Amount under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.10. In addition, the applicable Borrower shall pay directly to each L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the applicable L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(d) Other Fees. The Borrower shall pay to the Lead Arrangers, for their own respective accounts, fees in the amounts, in the currencies and at the times specified in the Engagement Letter. The Borrower shall also pay to the Administrative Agent, for its own account, fees in the amounts, in the currencies and at the times specified in the Administrative Agent Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever. The Administrative Agent Fee Letter is hereby ratified and confirmed in all respects by Goldman Sachs and the Borrower, and both such parties agree that it shall remain effective on and following the Closing Date.

The applicable Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees.

All computations of interest for Base Rate Loans denominated in Canadian Dollars and Base Rate Loans denominated in Dollars shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year), or, in the case of interest in respect of Term Benchmark Loans or RFR Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice; *provided that* computations of interest for Term Benchmark Loans denominated in Canadian Dollars shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; *provided that* any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error. For the purpose of the Interest Act (Canada), (i) whenever a rate of interest or fee rate hereunder is calculated on the basis of a year (the "deemed year") that contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest or fee rate shall be expressed as a yearly rate by multiplying such rate of interest or fee rate by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year, (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation hereunder and (iii) the rates of interest stipulated herein are intended to be nominal rates and not effective rates or yields.

2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by any Credit Party hereunder shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. All payments of principal and interest on any Loan shall be payable in the same currency as such Loan is denominated. All payments of fees pursuant to Section 2.09 shall be payable in Dollars or Canadian Dollars as more fully specified therein. All payments in respect of Unreimbursed Amounts shall be payable in the currency provided in Section 2.03. All other payments herein shall be payable in the currency specified with respect to such payment or, if the currency is not specified, in Dollars. Except as otherwise expressly provided herein, all payments by the Borrower shall be made to the Administrative Agent, for the account of the Lenders to which such payment is owed, at the Administrative Agent's Office in Same Day Funds not later than 3:00 p.m. Local Time on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 3:00 p.m. Local Time shall be deemed received on the immediately succeeding Business Day and any applicable interest or fee shall continue to accrue. Subject to the definition of "Interest Period," if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing (net of applicable acceptance fees), the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing (net of applicable acceptance fees) available to the Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in Same Day Funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by the Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the applicable Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the applicable L/C Issuer hereunder that the applicable Borrower will not make such payment, the Administrative Agent may assume that the applicable Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the applicable Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, receiving any such payment severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or L/C Issuer, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the applicable Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article V are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligation of the Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) *first*, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) *second*, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

2.12 Sharing of Payments by Lenders.

If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations or in Swingline Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans, subparticipations in L/C Obligations and Swingline Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided that*:

(a) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Credit Agreement, (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, amounts owing to it in respect of any subparticipations in L/C Obligations or Swingline Loans to any assignee or participant, other than to the Borrower or any Affiliate thereof (as to which the provisions of this Section shall apply) or (z) any payments made pursuant to Sections 2.17, 2.18 or 2.19.

Each Credit Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Credit Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Credit Party in the amount of such participation.

Notwithstanding anything to the contrary contained herein, the provisions of this Section 2.12 shall be subject to the express provisions of this Credit Agreement which require, or permit, differing payments to be made to non-Defaulting Lenders as opposed to Defaulting Lenders.

2.13 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, acting solely for purposes of Treasury Regulation Section 5f.103-1(c) as a non-fiduciary agent for the Borrower, in each case in the ordinary course of business. Each other Agent shall promptly provide the Administrative Agent with all information needed to maintain such accounts in respect of the Loans administered by such Agent. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the applicable Borrower shall execute and deliver to the Administrative Agent a Note for such Lender, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in subsection (a) above, each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records and, in the case of the Administrative Agent, entries in the Register, evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swingline Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(c) Each Lender having sold a participation in any of its Obligations, acting solely for this purpose as a non-fiduciary agent for the Borrower, shall maintain a register for the recordation of the names and addresses of such Participants (and each change thereto, whether by assignment or otherwise) and the rights, interest or obligation of such Participants in any Obligation, in any Commitment and in any right to receive any payments hereunder.

2.14 Incremental Loan Facilities.

(a) Any time after the Closing Date, the Borrower may, upon written notice to the Administrative Agent, establish additional credit facilities (collectively, the "Incremental Loan Facilities") by increasing the Aggregate Revolving Commitments hereunder as provided in Section 2.14(b) (the "Incremental Revolving Commitments"), establishing one or more additional revolving credit facility tranches hereunder as provided in Section 2.14(b) (the "Incremental Revolving Facilities") or establishing new term loans or increasing the aggregate principal amount of any existing Term B Loans hereunder as provided in Section 2.14(c) (such new term loans or increased existing Term B Loans, the "Incremental Term Loans"); *provided that*:

(i) the aggregate principal amount of loans and commitments for all the Incremental Loan Facilities established after the Closing Date will not exceed an amount equal to the sum of (x) the greater of (I) [*figure redacted*] and (II) [*percentage redacted*] of LTM Consolidated EBITDA (the applicable amount in this Section 2.14(a)(i)(x)(I) or Section 2.14(a)(i)(x)(II), the "Incremental Base Amount") *minus* the aggregate principal amount of Incremental Equivalent Debt incurred pursuant to Section 8.03(bb)(i) and Incremental Loan Facilities previously established pursuant to this clause (x), *plus* (y) the aggregate principal amount of voluntary prepayments of the Term B Loans pursuant to Section 2.06(a) and permanent reductions in the Revolving Commitments pursuant to Section 2.07 made prior to the date of such incurrence, in each case, other than from proceeds of long-term Indebtedness (the "Prepayment-Based Incremental Facility") *plus* (z) an unlimited amount (the "Ratio-Based Incremental Facility"), *provided that*, so long as, on a Pro Forma Basis after giving effect to the incurrence of any such Incremental Loan Facility (and after giving effect to the use of proceeds thereof and any Acquisition consummated concurrently therewith and other related transactions or events and calculated (a) in the event the Borrower is incurring an Incremental Revolving Facility, as if such Incremental Revolving Facility were fully drawn on the effective date thereof and (b) excluding any cash constituting proceeds of any Incremental Loan Facility), (I) in the case of any Incremental Loan Facility secured by liens on the Collateral that rank *pari passu* with the Liens on the Collateral securing the Loans, the Borrower's Consolidated First Lien Net Leverage Ratio would not exceed [*ratio redacted*], (II) in the case of any Incremental Loan Facility secured by Liens on the Collateral on a junior basis to the Loans, the Borrower's Consolidated Secured Net Leverage Ratio does not exceed [*ratio redacted*] or (III) in the case of any Incremental Loan Facility that is unsecured or that is secured by assets that do not constitute Collateral, either (A) the Borrower's Consolidated Total Net Leverage Ratio does not exceed [*ratio redacted*] or (B) the Borrower's Consolidated Fixed Charge Coverage Ratio would not be less than [*ratio redacted*]; *provided, further, that*, in each case, with respect to any Incremental Revolving Commitment or Incremental Revolving Facility, the maximum amount of Revolving Loans available to be drawn thereunder is assumed to have been borrowed, but without giving effect to any incurrence under the Incremental Base Amount, that is incurred substantially simultaneously with amounts under this clause (z); *provided*, *further*, *that* (1) the Borrower shall be deemed to have used amounts under the Ratio-Based Incremental Facility (to the extent permitted thereunder) prior to utilization of the Incremental Base Amount and the Prepayment-Based Incremental Facility and (2) Incremental Loan Facilities may be incurred under any of the Ratio-Based Incremental Facility, the Incremental Base Amount or the Prepayment-Based Incremental Facility (as determined by the Borrower), and proceeds of any such Incremental Loan Facility may be utilized in a single transaction by first calculating the incurrence under the Ratio-Based Incremental Facility (without inclusion of any amounts utilized pursuant to the Incremental Base Amount or the Prepayment-Based Incremental Facility) and then calculating the incurrence under the Prepayment-Based Incremental Facility (without inclusion of any amounts utilized pursuant to the Incremental Base Amount) and then calculating the incurrence under the Incremental Base Amount;

(ii) subject to the Limited Condition Acquisition provisions, no Default or Event of Default shall have occurred and be continuing or shall result after giving effect to any such Incremental Loan Facility (or, in the case of any Limited Condition Acquisition, no Specified Event of Default as of the Transaction Agreement Date) shall exist;

(iii) the conditions to the making of a Credit Extension under Section 5.02 shall be satisfied;

(iv) the Borrower shall deliver a certificate of a Responsible Officer of the Borrower as to the satisfaction of the requirements of clauses (ii) and (iii) above;

(v) all Incremental Term Loans shall be borrowed by the Borrower and shall not be guaranteed by any Subsidiaries of the Borrower that do not guarantee the Loans and will not be secured by any assets that do not constitute Collateral; and

(vi) the Incremental Revolving Commitments and Incremental Revolving Facilities may be incurred by the Borrower and shall not be guaranteed by any Subsidiaries of the Borrower that do not guarantee the Loans and will not be secured by any assets that do not constitute Collateral; *provided that* for the avoidance of doubt the use of such Incremental Revolving Commitments and Incremental Revolving Facilities shall be subject to the L/C Sublimit and the Swingline Sublimit.

In connection with the establishment of any Incremental Loan Facility, (A) neither of the Lead Arrangers or the Administrative Agent hereunder shall have any obligation to arrange for or assist in arranging for any Incremental Loan Facility, (B) any Incremental Loan Facility shall be subject to such conditions, including fee arrangements, as may be provided in connection therewith and (C) none of the Lenders shall have any obligation to provide commitments or loans for any Incremental Loan Facility.

(b) Establishment of Incremental Revolving Commitments and Incremental Revolving Facilities. Subject to Section 2.14(a), the Borrower may (x) establish Incremental Revolving Commitments or Incremental Revolving Facilities by increasing the Aggregate Dollar Revolving Committed Amount or the Aggregate Multicurrency Revolving Committed Amount hereunder and (y) establish Incremental Revolving Facilities; *provided that*:

(i) (A) any Person that is not a Revolving Lender that is proposed to be a Lender under any such increased Aggregate Revolving Committed Amount or Incremental Revolving Facility, shall be reasonably acceptable to the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed); *provided that* such consent shall not be required if such consent would not be required for an assignment of Loans or commitments, as applicable, to such additional lender, (B) any Person that is proposed to provide any such increased Aggregate Dollar Revolving Committed Amount (whether or not an existing Dollar Revolving Lender) or Aggregate Multicurrency Revolving Committed Amount (whether or not an existing Multicurrency Revolving Lender) shall be reasonably acceptable to each L/C Issuer (such consent not to be unreasonably withheld, conditioned or delayed), and (C) and any Person that is proposed to provide any such increased Aggregate Dollar Revolving Committed Amount (whether or not an existing Dollar Revolving Lender) shall be reasonably acceptable to the Swingline Lender (such consent not to be unreasonably withheld, conditioned or delayed);

(ii) any Incremental Revolving Facility shall not contain Swingline Loans or Letters of Credit under the Revolving Commitments;

(iii) Persons providing commitments for the Incremental Revolving Commitments or Incremental Revolving Facilities pursuant to this Section 2.14(b) will provide a Revolving Lender Joinder Agreement;

(iv) increases in the Aggregate Revolving Committed Amount will be in a minimum principal amount of [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof and Incremental Revolving Facilities shall be in a minimum principal amount of [*figure redacted*] and integral multiples of [*figure redacted*];

(v) in the case any Incremental Revolving Commitments are established, if any Revolving Loans are outstanding at the time of any such increase under the applicable Revolving Facility, either (x) each applicable Borrower will prepay such Revolving Loans on the date of effectiveness of the Incremental Revolving Commitments (including payment of any break-funding amounts owing under Section 3.05) or (y) each Lender with an Incremental Revolving

Commitment shall purchase at par interests in each Borrowing of Revolving Loans then outstanding under the applicable Revolving Facility such that immediately after giving effect to such purchases, each Borrowing thereunder shall be held by each Lender in accordance with its Pro Rata Share of such Revolving Facility (and, in connection therewith, each applicable Borrower shall pay all amounts that would have been payable pursuant to Section 3.05 had the Revolving Loans so purchased been prepaid on such date);

(vi) the final maturity date of any Incremental Revolving Facility shall be no earlier than the Revolving Termination Date and no Incremental Revolving Facility will require any scheduled amortization or mandatory commitment reduction prior to the Revolving Termination Date; and

(vii) the final maturity date of any Incremental Revolving Commitment shall be the same as the final maturity date of the Revolving Facility being increased and no Incremental Revolving Commitment will require any scheduled amortization or mandatory commitment reduction prior to the final maturity date of the Revolving Facility being increased.

Any Incremental Revolving Commitment established hereunder shall have terms identical to the Dollar Revolving Commitments or Multicurrency Revolving Commitments, as the case may be, existing on the Closing Date; *provided that* if required to consummate an Incremental Revolving Commitment, the pricing, interest rate margins, rate floors and undrawn fees on the Revolving Facility being increased may be increased for all Lenders of such Revolving Facility without the consent of any Lender, but additional upfront or similar fees may be payable to the Lenders participating in the Incremental Revolving Commitment without any requirement to pay such amounts to any existing Lenders, it being understood that the Credit Parties and the Administrative Agent may make (without the consent of or notice to any other party) any amendment to reflect such increase in the Revolving Commitments.

Any Incremental Revolving Facility established hereunder shall be on terms to be determined by the Borrower and the Lenders thereunder (and the Borrower and the Administrative Agent may, without the consent of any other Lender, enter into an amendment to this Credit Agreement to appropriately include the Incremental Revolving Facilities hereunder); *provided that* to the extent that such terms and documentation are not consistent with the applicable Revolving Facilities (except to the extent permitted by clause (v) above), they shall be reasonably satisfactory to the Administrative Agent; *provided*, *further, that* (x) without the consent of the Administrative Agent, such documentation may contain additional or more restrictive covenants than any then-existing Term Loans or Revolving Facility if such covenants are applicable only after the Final Maturity Date hereunder and (y) to the extent that any financial maintenance covenant is added for the benefit of any Incremental Revolving Facility that applies prior to the Final Maturity Date hereunder, no consent shall be required from the Administrative Agent or any Lender to the extent that such financial maintenance covenant is also added for the benefit of all of the Term Loans and Revolving Facilities.

(c) Establishment of Incremental Term Loans. Subject to Section 2.14(a), the Borrower may, at any time, establish additional term loan commitments (including additional commitments for Term B Loans) for Incremental Term Loans; *provided that*:

(i) any Person that is not a Lender or Eligible Assignee that is proposed to be a Lender shall be reasonably acceptable to the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed); *provided that* such consent shall not be required if such consent would not be required for an assignment of Loans or commitments, as applicable, to such additional lender;

(ii) Persons providing commitments for the Incremental Term Loan pursuant to this Section 2.14(c) will provide an Incremental Term Loan Joinder Agreement;

(iii) additional commitments established for the Incremental Term Loan will be in a minimum aggregate principal amount of [*figure redacted*] and integral multiples of [*figure redacted*] in excess thereof; *provided that* such commitments shall not be established on more than four (4) separate occasions;

(iv) the final maturity date of any Incremental Term Loan (except for customary bridge financings) shall be no earlier than the Term B Loan Termination Date;

(v) [*provision redacted*]; and

(vi) the Weighted Average Life to Maturity of any Incremental Term Loan (other than customary bridge financings) shall not be shorter than the Term B Loans (without giving effect to such Incremental Term Loans).

Any Incremental Term Loan established hereunder shall be on terms to be determined by the Borrower and the Lenders thereunder (and the Borrower and the Administrative Agent may, without the consent of any other Lender, enter into an amendment to this Credit Agreement to appropriately include the Incremental Term Loans hereunder including, without limitation, to provide that such Incremental Term Loans shall share in mandatory prepayments on the same basis as the Term B Loans); *provided that* to the extent that such terms and documentation are not consistent with the Term B Loans (except to the extent permitted by clause (iv), (v) or (vi) above and except to the extent of any market call protection provisions), they shall be reasonably satisfactory to the Administrative Agent; *provided*, *further*, *that* (x) without the consent of the Administrative Agent, such documentation may contain additional or more restrictive covenants than those contained herein if such covenants are applicable only after the Final Maturity Date hereunder and (y) to the extent that any financial maintenance covenant is added for the benefit of any Incremental Term Loans that applies prior to the Final Maturity Date hereunder, no consent shall be required from the Administrative Agent or any Lender to the extent that such financial maintenance covenant is also added for the benefit of all Lenders.

2.15 [Reserved].

2.16 Defaulting Lenders.

Notwithstanding any provision of this Credit Agreement to the contrary, if any Lender becomes a Defaulting Lender hereunder (as determined by the Administrative Agent or, in the case of clause (d) below, any applicable L/C Issuer), then the following provisions shall apply for so long as such Defaulting Lender is a Defaulting Lender:

(a) the Administrative Agent (or the applicable L/C Issuer, as the case may be) shall promptly notify the Borrower and each Lender that such Lender is a Defaulting Lender for purposes of this Credit Agreement;

(b) fees under Section 2.09(b) shall cease to accrue on the Commitment of such Defaulting Lender (except to the extent reallocated pursuant to Section 2.16(e));

(c) the Commitments and Loans of such Defaulting Lender shall be disregarded for all purposes of any determination of whether the Required Lenders, Required Revolving Lenders, Required Dollar Revolving Lenders, Required L/C Lenders, Required Multicurrency Revolving Lenders or Required Term B Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 11.01);

(d) if any Swingline Loan or Letter of Credit is outstanding at the time the notice described in clause (a) above is provided, the Borrower shall within one Business Day following notice by the Administrative Agent (i) prepay such Swingline Loan and (ii) Cash Collateralize such Defaulting Lender's L/C Obligations in accordance with Section 2.03(a)(ii)(F) and on terms similar to the procedures set forth in Section 2.03(g) for so long as such L/C Obligations are outstanding; *provided that* (A) to the extent the sum of the total Dollar Revolving Obligations (other than any Dollar Revolving Obligations constituting outstanding Dollar Revolving Loans made by any Defaulting Lender but including each Defaulting Lender's Dollar Facility L/C Obligations and Swingline Exposure) does not exceed the sum of the total Dollar Revolving Commitments (excluding the Dollar Revolving Commitment of any Defaulting Lender except to the extent of any outstanding Dollar Revolving Loans of such Defaulting Lender), the Administrative Agent may, by notice to the Dollar Revolving Lenders, elect to reallocate the Swingline Exposure among all non-Defaulting Lenders under the Dollar Revolving Facility by disregarding the Dollar Revolving Commitments of all Defaulting Lenders (except to the extent of any outstanding Dollar Revolving Loans of such Defaulting Lenders) for purposes of calculating each non-Defaulting Lender's Dollar Revolving Commitment Percentage, and to the extent the Administrative Agent elects to require such reallocation in accordance with the foregoing, no such Swingline Loan shall be required to be repaid pursuant to this Section 2.16(d) to the extent of such reallocation and (B) to the extent the sum of the total Dollar Revolving Obligations (other than any Dollar Revolving Obligations constituting outstanding Dollar Revolving Loans made by any Defaulting Lender but including each Defaulting Lender's Dollar Facility L/C Obligations and Swingline Exposure) *plus* the total Multicurrency Revolving Obligations (other than any Multicurrency Revolving Obligations constituting outstanding Multicurrency Revolving Loans made by any Defaulting Lender but including each Defaulting Lender's Multicurrency Facility L/C Obligations) does not exceed the sum of the total Dollar Revolving Commitments (excluding the Dollar Revolving Commitment of any Defaulting Lender except to the extent of any outstanding Dollar Revolving Loans of such Defaulting Lender) *plus* the total Multicurrency Revolving Commitments (excluding the Multicurrency Revolving Commitment of any Defaulting Lender except to the extent of any outstanding Multicurrency Revolving Loans of such Defaulting Lender), the Administrative Agent may, by notice to the Dollar Revolving Lenders and the Multicurrency Revolving Lenders, elect to reallocate the L/C Obligations among all non-Defaulting Lenders under the Dollar Revolving Facility and Multicurrency Revolving Facility by disregarding the Dollar Revolving Commitments and Multicurrency Revolving Commitments of all Defaulting Lenders (except to the extent of any outstanding Loans of such Defaulting Lenders) for purposes of calculating each non-Defaulting Lender's L/C Commitment Percentage, and to the extent the Administrative Agent elects to require such reallocation in accordance with the foregoing, no such L/C Obligations shall be required to be cash collateralized pursuant to this Section 2.16(d) to the extent of such reallocation; *provided that* the reallocation pursuant to the foregoing shall not be permitted to the extent it would cause (x) any Dollar Revolving Lender's Dollar Revolving Obligations to exceed its Dollar Revolving Committed Amount or (y) any Multicurrency Revolving Lender's Multicurrency Revolving Obligations to exceed its Multicurrency Revolving Committed Amount;

(e) to the extent:

(i) the Borrower Cash Collateralizes any Defaulting Lender's L/C Obligations pursuant to Section 2.16(d), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.09(c)(i) with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are cash collateralized (but shall be reallocated pursuant to clause (ii) below);

(ii) the L/C Obligations of the non-Defaulting Lenders are reallocated pursuant to each applicable proviso to Section 2.16(d) above, then the fees payable to the Lenders pursuant to Section 2.09(c)(i) shall be adjusted proportionately to reflect such reallocation; or

(iii) the Borrower fails to Cash Collateralize any Defaulting Lender's L/C Obligations pursuant to Section 2.16(d) above and the L/C Obligations are not reallocated pursuant to either proviso, as applicable, to Section 2.16(d) above, then, without prejudice to any rights or remedies of any L/C Issuer or any Lender hereunder, then all fees that otherwise would have been payable to such Defaulting Lender pursuant to Section 2.09(c)(i) with respect to such Defaulting Lender's L/C Obligations shall be payable to each applicable L/C Issuer until such L/C Obligations are cash collateralized or reallocated pursuant to Section 2.16(d);

(f) for purposes of determining:

(i) the amount of the total Commitments for purposes of Sections 2.01, 2.03(b) and 2.04(a), the Commitment of each Defaulting Lender shall be excluded therefrom (other than any portion of such Commitment pursuant to which there is then outstanding a Loan from such Defaulting Lender); and

(ii) the applicable L/C Obligations of any Lender with respect to any Letter of Credit that is issued, increased (to the extent of the increase only) or extended (but, for the avoidance of doubt, not with respect to any other applicable L/C Obligations relating to any other Letter of Credit) during the period in which there is a Defaulting Lender or the Swingline Exposure of any Lender with respect to any Swingline Loan made during the period in which there is a Defaulting Lender, the Commitment of such Defaulting Lender shall be deemed to be zero; and

(g) in the Administrative Agent's sole discretion:

(i) any prepayment of the principal amount of any Loans shall be applied solely to prepay the Loans of all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender; and

(ii) subject to Section 2.16(e)(iii), any amount payable to such Defaulting Lender pursuant to this Credit Agreement (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 2.12 or Section 3.06(b)) may, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated non-interest bearing account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the Administrative Agent (i) first, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent, applicable L/C Issuer or Swingline Lender hereunder, (ii) second, pro rata, to the payment of any amounts owing to the Borrower or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by the Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Credit Agreement and (iii) third, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.

In the event that the Administrative Agent, the Borrower, each applicable L/C Issuer and the Swingline Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, the Administrative Agent shall promptly notify each Lender that such Lender has ceased to be a Defaulting Lender and, from and after the date of such notification, the Swingline Exposure and L/C Obligations of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Dollar Facility Percentage and Multicurrency Facility Percentage.

2.17 Extended Term Loans and Extended Revolving Commitments.

(a) Borrower may at any time and from time to time request that all or a portion of the Term Loans of any Class (the Loans of such applicable Class, the "Existing Term Loans") be converted into a new Class of Term Loans (the Loans of such applicable Class, the "Extended Term Loans") with terms consistent with this Section 2.17. In order to establish any Extended Term Loans, the Borrower shall provide a notice to the Administrative Agent (a "Term Loan Extension Request") setting forth the proposed terms of the Extended Term Loans to be established, which shall be substantially identical to those applicable to the Existing Term Loans from which such Extended Term Loans are to be converted, as determined by the Borrower in good faith and such determination shall be conclusive evidence that such terms are substantially identical to such Existing Term Loans (unless a Lender shall have objected thereto in writing within five (5) Business Days and has set forth such Lender's objections with specificity), except that:

(i) the maturity date of the Extended Term Loans shall be later than the maturity date of the Existing Term Loans;

(ii) all or any of the scheduled amortization payments of principal of the Extended Term Loans shall be delayed to later dates than the scheduled amortization payments of principal of the Existing Term Loans such that the amortization payments of principal with respect to such Extended Term Loans for the period prior to the maturity date of the Existing Term Loans is no greater than the amounts due immediately prior to such extension;

(iii) (A) the interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, AHYDO Payments, funding discounts, original issue discounts and premiums with respect to the Extended Term Loans may be different than those for the Existing Term Loans and (B) additional fees and/or premiums may be payable to the Extending Lenders providing such Extended Term Loans in addition to any of the items contemplated by the preceding clause (A);

(iv) the Extended Term Loans may have optional prepayment terms (including call protection and prepayment premiums) and mandatory prepayment terms as may be agreed between the Borrower and the Extending Lenders so long as such Extended Term Loans do not participate on a greater than pro rata basis in any such mandatory prepayments as compared to then-existing Term B Lenders;

(v) the Credit Parties may be subject to covenants and other terms for the benefit of the Extending Lenders that apply only after the Final Maturity Date of the Existing Term Loans (before giving effect to the Extended Term Loans); and

(vi) no existing Lender shall be required to provide, consent to or convert into any Extended Term Loans and no Loans of such Lenders will be converted without such party's affirmative consent thereto.

(b) The Borrower may at any time and from time to time request that all or a portion of the Revolving Commitments of any Class (the Commitments of such applicable Class, the "Existing Revolving Commitments") be converted into a new Class of Revolving Commitments (the Commitments of such applicable Class, the "Extended Revolving Commitments") with terms consistent with this Section 2.17. In order to establish any Extended Revolving Commitments, the Borrower shall provide a notice to the Administrative Agent (a "Revolving Extension Request") setting forth the proposed terms of the Extended Revolving Commitments to be established, which terms shall be substantially identical to those applicable to the Existing Revolving Commitments, as determined by the Borrower in good faith and such determination shall be conclusive evidence that such terms are substantially identical to such Existing Revolving Commitment (unless a Lender shall have objected thereto in writing within five (5) Business Days and has set forth such Lender's objections with specificity), except that:

(i) the maturity date of the Extended Revolving Commitments shall be later than the maturity date of the Existing Revolving Commitments;

(ii) (A) the interest rates, interest margins, rate floors, upfront fees, AHYDO Payments, funding discounts, original issue discounts and premiums with respect to the Extended Revolving Commitments may be different than those for the Existing Revolving Commitments and/or (B) additional fees and/or premiums may be payable to the Extending Lenders in addition to or in lieu of any of the items contemplated by the preceding clause (A) and/or (C) the undrawn revolving credit commitment fee rate with respect to the Extended Revolving Commitments may be different than those for the Existing Revolving Commitments;

(iii) the Credit Parties may be subject to covenants and other terms for the benefit of the Extending Lenders that apply only after the Final Maturity Date of the Existing Revolving Commitments (before giving effect to the Extended Revolving Commitments); and

(iv) no existing Lender shall be required to provide any Extended Revolving Commitments and no Existing Revolving Commitments will become Extended Revolving Commitments without such party's affirmative consent thereto.

(c) Each Extension Request shall specify the date (the "Extension Effective Date") on which the applicable Borrower proposes that the conversion of an Existing Class into an Extended Class shall be effective, which shall be a date reasonably satisfactory to the Administrative Agent. Each Lender of an Existing Class that is requested to be extended shall be offered the opportunity to convert its Existing Class into the Extended Class on the same basis as each other Lender of such Existing Class. Any Lender (to the extent applicable, an "Extending Lender") wishing to have all or a portion of its Existing Class subject to such Extension Request converted into an Extended Class shall notify the Administrative Agent (an "Extension Election") on or prior to the date specified in such Extension Request of the amount of its Existing Class subject to such Extension Request that it has elected to convert into an Extended Class. In the event that the aggregate portion of the Existing Class subject to Extension Elections exceeds the amount of the Extended Class requested pursuant to the Extension Request, the portion of the Existing Class converted shall be allocated on a pro rata basis based on the amount of the Existing Class included in each such Extension Election. Notwithstanding the conversion of any Existing Revolving Commitment into an Extended Revolving Commitment, such Extended Revolving Commitment shall be treated identically with all Existing Revolving Commitments for purposes of the obligations of a Revolving Lender in respect of Swingline Loans under Section 2.01(c) and Letters of Credit under Section 2.03, except that the applicable Additional Credit Extension Amendment may provide that the maturity date for Swingline Loans and/or the Letters of Credit may be extended and the related obligations to make Swingline Loans and issue Letters of Credit may be continued so long as the Swingline Lender and/or the applicable L/C Issuer, as applicable, have consented to such extensions in their sole discretion (it being understood that no consent of any other

Lender (other than the Extending Lenders) shall be required in connection with any such extension). In no event may the Swingline Sublimit or the L/C Sublimit be increased without the consent of the Swingline Lender or each L/C Issuer, as the case may be.

(d) An Extended Class shall be established pursuant to an Additional Credit Extension Amendment executed by the Extending Lenders (and the other Persons specified in the definition of Additional Credit Extension Amendment but no other existing Lender). No Additional Credit Extension Amendment shall provide for any Class of (x) Extended Term Loans in an aggregate principal amount that is less than [*figure redacted*] or (y) Extended Revolving Commitments in an aggregate principal amount that is less than [*figure redacted*]. In addition to any terms and changes required or permitted by Section 2.17(a), the Additional Credit Extension Amendment shall amend the scheduled amortization payments pursuant to Section 2.05 with respect to the Existing Term Loans from which the Extended Term Loans were converted to reduce each scheduled principal repayment amounts for the Existing Term Loans in the same proportion as the amount of Existing Term Loans to be converted pursuant to such Additional Credit Extension Amendment.

(e) Notwithstanding anything to the contrary contained in this Credit Agreement, on the Extension Effective Date, (i) the principal amount of each Existing Term Loan shall be deemed reduced by an amount equal to the principal amount converted into an Extended Term Loan, (ii) the amount of each Existing Revolving Commitment shall be deemed reduced by an amount equal to the amount converted into an Extended Revolving Commitment and (iii) if, on any Extension Effective Date, any Loans of any Extending Lender are outstanding under the applicable Existing Revolving Commitments, such Loans (and any related participations) shall be deemed to be converted into Loans (and related participations) made pursuant to the Extended Revolving Commitments in the same proportion as such Extending Lender's Existing Revolving Commitments are converted to Extended Revolving Commitments.

(f) This Section 2.17 shall supersede any provisions in Section 2.12 or Section 11.01 to the contrary. Each Extended Class shall be documented by an Additional Credit Extension Amendment executed by the Extending Lenders providing such Extended Class (and the other persons specified in the definition of Additional Credit Extension Amendment but no other existing Lender), and the Additional Credit Extension Amendment may provide for such amendments to this Credit Agreement and the other Credit Documents as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.17.

2.18 Refinancing Term Loans.

(a) The Borrower may at any time and from time to time, with the consent of the Administrative Agent (not to be unreasonably withheld or delayed), request the establishment of one or more additional Classes of term loans under this Credit Agreement or an increase to an existing Class of term loans under this Credit Agreement (in each case, "Refinancing Term Loans") or one or more series of debt securities or term loans ("Refinancing Notes/Loans"; and together with Refinancing Term Loans, the "Refinancing Debt"); *provided that*:

(i) the proceeds of such Refinancing Debt shall be used, concurrently or substantially concurrently with the incurrence thereof, solely to refinance all or any portion of any outstanding Term Loans;

(ii) each Class of Refinancing Term Loans shall be in an aggregate amount of [*figure redacted*] or any whole multiple of [*figure redacted*] in excess thereof (or such other amount necessary to repay any Class of outstanding Term Loans in full);

(iii) such Refinancing Debt shall be in an aggregate principal amount not greater than the aggregate principal amount of Term Loans to be refinanced plus any accrued interest, fees, costs, premiums and expenses related thereto (including any original issue discount or upfront fees);

(iv) the final maturity date of such Refinancing Debt shall be later than the maturity date of the Term Loans being refinanced, and the Weighted Average Life to Maturity of such Refinancing Debt shall be longer than the then remaining Weighted Average Life to Maturity of each Class of Term Loans being refinanced;

(v) (A) the pricing, interest rate margins, rate floors, discounts, fees and optional and mandatory prepayment or redemption provisions (including premiums, if any) applicable to such Refinancing Debt shall be as agreed between the Borrower and the providers of such Refinancing Debt so long as, in the case of any mandatory prepayment or redemption provisions, the providers of such Refinancing Debt do not participate on a greater than pro rata basis in any such prepayments as compared to Term B Lenders being refinanced and (B) the covenants and other terms applicable to such Refinancing Term Loans (excluding those terms described in the immediately preceding clause (A)), which shall be as agreed between the Borrower and the lenders providing such Refinancing Debt, shall not be materially more restrictive (when taken as a whole) to the Borrower and its Restricted Subsidiaries than those applicable to any Class of Term Loans then outstanding under this Credit Agreement, as determined by the Borrower in good faith, except to the extent such covenants and other terms apply solely to any period after the Final Maturity Date applicable under this Credit Agreement (after giving effect to such Refinancing Debt) or such covenants or other terms apply equally for the benefit of the other Lenders; provided that it is understood and agreed that Refinancing Debt may be guaranteed by Subsidiaries that are Credit Parties (but not other Subsidiaries); *provided, further, that* to the extent that any financial maintenance covenant is added for the benefit of such Refinancing Debt that applies prior to the Final Maturity Date hereunder, no consent shall be required from the Administrative Agent or any Lender to the extent that such financial maintenance covenant is also added for the benefit of all Lenders (after giving effect to such Refinancing Debt);

(vi) no existing Lender shall be required to provide any Refinancing Debt; and

(vii) (A) the Refinancing Term Loans shall rank pari passu in right of payment and security with the existing Term B Loans and (B) the Refinancing Notes/Loans may be (x) secured by Collateral on a pari passu basis with the existing Term B Loans, (y) secured by Collateral on a junior lien basis to the existing Term B Loans or (z) unsecured; *provided*, *further, that* in the case of clause (x) or clause (y), the holders of such Refinancing Notes/Loans or their representative is or becomes party to a customary intercreditor agreement reasonably satisfactory to the Administrative Agent and the Borrower and all such Liens are subject to such intercreditor agreement.

(b) Each such notice shall specify (x) the date (each, a "Refinancing Effective Date") on which the Borrower proposes that the Refinancing Debt be made, which shall be a date reasonably acceptable to the Administrative Agent and (y) in the case of Refinancing Term Loans, the identity of the Persons (each of which shall be a Person that would be an Eligible Assignee (for this purpose treating a Lender of Refinancing Term Loans as if it were an assignee)) whom the Borrower proposes would provide the Refinancing Term Loans and the portion of the Refinancing Term Loans to be provided by each such Person. On each Refinancing Effective Date, each Person with a commitment for a Refinancing Term Loan or Refinancing Notes/Loans shall make a Refinancing Term Loan to the Borrower, and/or purchase

Refinancing Notes/Loans from the Borrower, in a principal amount equal to such Person's commitment therefor.

(c) This Section 2.18 shall supersede any provisions in Section 2.12 or Section 11.01 to the contrary (but shall be in addition to and not in lieu of the second paragraph of Section 11.01). The Refinancing Term Loans shall be documented by an Additional Credit Extension Amendment executed by the Persons providing the Refinancing Term Loans (and the other Persons specified in the definition of Additional Credit Extension Amendment but no other existing Lender), and the Additional Credit Extension Amendment may provide for such amendments to this Credit Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.18. The Refinancing Notes/Loans shall be established pursuant to documentation which shall be consistent with the provisions set forth in Section 2.18(a).

2.19 Replacement Revolving Commitments.

(a) The Borrower may at any time and from time to time, with the consent of the Administrative Agent (not to be unreasonably withheld or delayed), request the establishment of one or more additional Classes of Revolving Commitments ("Replacement Revolving Commitments") to replace all or a portion of any existing Classes of Revolving Commitments under this Credit Agreement ("Replaced Revolving Commitments"); *provided that*:

(i) substantially concurrently with the effectiveness of the Replacement Revolving Commitments, all or an equivalent portion of the Revolving Commitments in effect immediately prior to such effectiveness shall be terminated, and all or an equivalent portion of the Revolving Loans and Swingline Loans then outstanding, together with all interest thereon, and all other amounts accrued for the benefit of the Revolving Lenders, shall be repaid or paid (it being understood, however, than any Letters of Credit issued and outstanding under the Replaced Revolving Commitments shall be deemed to have been issued under the Replacement Revolving Commitments if the amount of such Letters of Credit would exceed the remaining amount of commitments under the Replaced Revolving Commitments after giving effect to the reduction contemplated hereby);

(ii) such Replacement Revolving Commitments shall be in an aggregate amount not greater than the aggregate amount of Replaced Revolving Commitments to be replaced plus any accrued interest, fees, costs and expenses related thereto (including any upfront fees);

(iii) the final maturity date of such Replacement Revolving Commitments shall be later than the maturity date of the Replaced Revolving Commitments;

(iv) the L/C Sublimit and the Swingline Sublimit under such Replacement Revolving Commitments shall be as agreed between the Borrower, the Lenders providing such Replacement Revolving Commitments, the Administrative Agent, the L/C Issuer (or any replacement L/C Issuer) and the Swingline Lender (or any replacement Swingline Lender); *provided that* in no event may the Swingline Sublimit or the L/C Sublimit be increased without the consent of the Swingline Lender (other than a replacement Swingline Lender with respect to such Replacement Revolving Commitment) or each L/C Issuer (other than a replacement L/C Issuer with respect to such Replacement Revolving Commitment), as the case may be;

(v) (A) the pricing, rate floors, discounts, fees and optional prepayment or redemption provisions applicable to such Replacement Revolving Commitments shall be as agreed between the Borrower and the Replacement Revolving Lenders so long as, in the case of any optional prepayment or redemption provisions, such Replacement Revolving Lenders do not participate on a greater than pro rata basis in any such prepayments as compared to Replaced Revolving Commitments and (B) the covenants and other terms applicable to such Replacement Revolving Commitments (excluding those terms described in the immediately preceding clause (A)), which shall be as agreed between the Borrower and the lenders providing such Replacement Revolving Commitments, shall not be more favorable (when taken as a whole) to the lenders providing the Replacement Revolving Commitments than those applicable to the Replaced Revolving Commitments (as determined by the Borrower in good faith), except to the extent such covenants and other terms apply solely to any period after the Final Maturity Date applicable under this Credit Agreement (before giving effect to the Replacement Revolving Commitments) or such covenants or other terms apply equally for the benefit of the other Lenders; *provided that* it is understood and agreed that the Replacement Revolving Commitments may be guaranteed by Subsidiaries that are Credit Parties (but not other Subsidiaries);

(vi) no existing Lender shall be required to provide any Replacement Revolving Commitments;

(vii) the Replacement Revolving Commitments shall rank pari passu in right of payment and security with the existing Revolving Commitments;

(viii) any Loans under a Replacement Revolving Commitment will be drawn and participate in Letters of Credit and Swingline Loans on a pro rata basis with any existing Revolving Commitments.

(b) Each such notice shall specify (x) the date on which the Borrower propose that the Replacement Revolving Commitments become effective, which shall be a date reasonably acceptable to the Administrative Agent and (y) the identity of the Persons (each of which shall be a Person that would be an Eligible Assignee (for this purpose treating a Lender of Replacement Revolving Commitments as if it were an assignee)) whom the Borrower propose would provide the Replacement Revolving Commitments (each such person, a "Replacement Revolving Lender") and the portion of the Replacement Revolving Commitments to be provided by each such Person.

(c) This Section 2.19 shall supersede any provisions in Section 2.12 or Section 11.01 to the contrary. The Replacement Revolving Commitments shall be documented by an Additional Credit Extension Amendment executed by the Persons providing the Replacement Revolving Commitments (and the other Persons specified in the definition of Additional Credit Extension Amendment but no other existing Lender), and the Additional Credit Extension Amendment may provide for such amendments to this Credit Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.19.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Except as otherwise required by Law (as determined in the good faith discretion of the applicable Withholding Agent), any and all payments by or on account of any obligation of the Credit Parties hereunder or under any other Credit Document shall be made free and clear of and without reduction or withholding for any Taxes; *provided that* if the applicable Withholding Agent shall be required by applicable Law (as determined in the good faith discretion of the applicable

Withholding Agent) to deduct or withhold any Taxes from such payments, then (i) if the Tax in question is an Indemnified Tax or an Other Tax, the sum payable by the applicable Credit Party shall be increased as necessary so that after all required deductions or withholdings have been made (including deductions or withholdings applicable to additional sums payable under this Section 3.01) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable Withholding Agent shall make such deductions or withholdings and (iii) the applicable Withholding Agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes. Without limiting the provisions of subsection (a) above, the applicable Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Applicable Borrower. Without duplication of any amounts payable under Section 3.01(a) or Section 3.01(b), the applicable Borrower shall indemnify the Administrative Agent and each Lender within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid for by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided, however, that* a Credit Party shall not be required to indemnify any the Administrative Agent or any Lender pursuant to this Section 3.01(c) for any additional penalties or interest to the extent resulting from such Person's failure to notify such Credit Party of such possible indemnification claim within one hundred eighty (180) days after such Person receives written notice from the applicable Governmental Authority of the specific Tax assessment or deficiency claim giving rise to such indemnification claim. The relevant Person shall notify the Borrower of the imposition of any Indemnified Tax reasonably promptly after becoming aware of the imposition of such Tax. A certificate as to the amount of such payment or liability, together with any reasonable supporting documentation, delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. Upon the reasonable request of any Credit Party, the Lenders, and the Administrative Agent agree to use their reasonable efforts to cooperate with such Credit Party (at such Credit Party's direction and expense) in contesting the imposition of, or claiming a refund of, any Indemnified Taxes or Other Taxes paid by such Credit Party, whether directly to a Governmental Authority or pursuant to this Section 3.01, that such Credit Party reasonably believes were not correctly or legally asserted by the relevant Governmental Authority unless such Lender or the Administrative Agent, as the case may be, determines in good faith that pursuing such a contest or refund would be materially disadvantageous to it.

(d) Evidence of Payments. As soon as reasonably practicable after any payment of Taxes pursuant to this Section 3.01 or Other Taxes by a Credit Party to a Governmental Authority, such Credit Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Credit Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) If a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause 3.01(e)(ii), FATCA shall include any amendments made to FATCA after the date of this Credit Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

Notwithstanding any other provision of this clause (e), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver. Each Lender hereby authorizes the Administrative Agent to deliver to the Borrower and any successor Administrative Agent any documentation delivered by the Lender to the Administrative Agent pursuant to this Section 3.01(e).

(f) Status of Agents. Each Agent that is a United States person (as defined in Section 7701(a)(30) of the Internal Revenue Code) shall deliver to the Borrower and the Administrative Agent two properly completed and duly signed originals of Internal Revenue Service Form W-9, certifying that such Agent is exempt from federal backup withholding. Each Agent that is not a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent two properly completed and duly signed originals of Internal Revenue Service Form W-8ECI or Form W-8BEN-E with respect to payments received by it as a beneficial owner and, two executed copies of Internal Revenue Form W-8IMY (together with accompanying documentation) with respect to payments received by it on behalf of others, certifying that it is a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of its trade or business within the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a United States person with respect to such payments (and the Borrower and such Agent agree to so treat such Agent as a United States person with respect to such payments as contemplated by Section 1.1441-1(b)(2)(iv) of the United States Treasury Regulations).

(g) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its reasonable discretion, exercised in good faith, that it has received a refund of any Indemnified Taxes or

Other Taxes as to which it has been indemnified by any Credit Party or with respect to which a Credit Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the applicable Credit Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Credit Party under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including any Taxes imposed with respect to the refund) of such Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided that* the applicable Credit Party, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Credit Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Credit Party or any other Person. Notwithstanding anything to the contrary, in no event will any Lender be required to pay any amount to any Credit Party the payment of which would place such Lender in a less favorable net after-tax position that such Lender or would have been in if the Indemnified Tax or other Tax giving rise to such refund had never been imposed.

(h) Payments made by the Administrative Agent. For the avoidance of doubt, any payments made by the Administrative Agent to any Lender shall be treated as payments made by the applicable Credit Party.

(i) Issuing Banks and Swingline Lenders. For the avoidance of doubt, for purposes of this Section 3.01, the term "Lender" shall include any L/C Issuer and the Swingline Lender, and "Law" includes FATCA.

(j) Treatment of Advances. From and after the Closing Date, solely for purposes of FATCA, the Borrower and the Administrative Agent shall treat, and the Lenders hereby authorize the Borrower and the Administrative Agent to treat, this Credit Agreement and all advances hereunder (including advances already outstanding) as no longer qualifying as "grandfathered obligations" within the meaning of Treasury Regulation section 1.1471-2(b)(2)(i).

(k) Survival. Each Credit Party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

3.02 Illegality.

If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Term Benchmark Loans or RFR Loans, or to determine or charge interest rates based upon the applicable Relevant Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Term Benchmark Loans or RFR Loans or to convert Loans that are Base Rate Loans to Term Benchmark Loans or RFR Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans or RFR Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term Benchmark Loans or RFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term Benchmark Loans or RFR Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 3.03, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining Adjusted Term SOFR Rate, the Adjusted EURIBOR Rate, the Adjusted Term CORRA Rate, or the Adjusted AUD Rate (including because the Relevant Screen Rate is not available or published on a current basis), for the applicable Approved Currency and such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple RFR for the applicable Approved Currency; or

(ii) the Administrative Agent is advised by the Required Lenders (or, to the extent relating to Term Benchmark Loans or RFR Loans in currencies other than Dollars, the Required Multicurrency Revolving Lenders, as applicable) that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate, the Adjusted EURIBOR Rate, the Adjusted Term CORRA Rate, or the Adjusted AUD Rate for the applicable Approved Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Approved Currency and such Interest Period or (B) at any time, the applicable Adjusted Daily Simple RFR for the applicable Approved Currency will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Approved Currency;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Loan Notice in accordance with the terms of Section 2.02, (A) for Loans denominated in Dollars, (1) any Loan Notice that requests the conversion of any Revolving Loan or Term Loan to, or continuation of any Revolving Loan or Term Loan as, a Term Benchmark Borrowing and any Loan Notice that requests a Term Benchmark Loan shall instead be deemed to be a Loan Notice, for (x) a RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 3.03(a)(i) or (ii) above or (y) a Base Rate Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 3.03(a)(i) or (ii) above and (2) any Loan Notice that requests a RFR Borrowing shall instead be deemed to be a Loan Notice, as applicable, for a Base Rate Borrowing and (B) for Loans denominated in an Alternative Currency, any Loan Notice that requests the conversion of any Revolving Loan or Term Loan to, or continuation of any Revolving Loan or Term Loan as, a Term Benchmark Borrowing and any Loan Notice that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark, shall be ineffective; *provided that* if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any Approved Currency is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 3.03(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers new Loan Notice in accordance with the terms of Section 2.02 (A) for Loans denominated in Dollars, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, (x) a RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 3.03(a)(i) or (ii) above or (y) a Base Rate Loan if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 3.03(a)(i) or (ii) above, on such day, and (2) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute a Base Rate Loan and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan bear interest at the Central Bank Rate (or in the case of Canadian Dollars, the Canadian Prime Rate) for the applicable Alternative Currency plus the CBR Spread; *provided that* if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate (or in the case of Canadian Dollars, the Canadian Prime Rate) for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; *provided that* if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Borrower's election, shall either (A) be converted into Base Rate Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately.

(b) Notwithstanding anything to the contrary herein or in any other Credit Document (and any Swap Contract shall be deemed not to be a "Credit Document" for purposes of this Section 3.03), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Credit Agreement or any other Credit Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Approved Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Credit Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each affected Class.

(c) Notwithstanding anything to the contrary herein or in any other Credit Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Credit Agreement or any other Credit Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Credit Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate, EURIBOR Rate, Term CORRA Rate, or AUD Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower will be deemed to have converted any request for a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to (A) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (B) a Base Rate Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event or (y) any Term Benchmark Borrowing or RFR Borrowing denominated in an Alternative Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan or RFR Loan in any Approved Currency is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Approved Currency is implemented pursuant to this Section 3.03, (A) for Loans denominated in Dollars (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (y) Base Rate Loan if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event, on such day and (2) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute a Base Rate Loan and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan bear interest at the Central Bank Rate (or in the case of Canadian Dollars, the Canadian Prime Rate) for the applicable Alternative Currency plus the CBR Spread; *provided that* if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate (or in the case of Canadian Dollars, the Canadian Prime Rate) for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; *provided that* if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Borrower's election, shall either (A) be converted into Base Rate Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately.

3.04 Increased Cost; Capital Adequacy.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Adjusted EURIBOR Rate or the Adjusted AUD Rate, as applicable) or L/C Issuer;

(ii) subject any Lender or L/C Issuer to any Tax of any kind whatsoever with respect to any Credit Document, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender or L/C Issuer in respect thereof (except, in each case, for Indemnified Taxes, Other Taxes, any Taxes described in clauses (b) through (e) of the definition of Excluded Taxes and Connection Income Taxes); or

(iii) impose on any Lender or L/C Issuer or the London or Canadian interbank market any other condition, cost or expense (other than Taxes) affecting this Credit Agreement, Term Benchmark Loans or RFR Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or, in the case of clause (ii) above, any Loan), or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender or L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or L/C Issuer, the Borrower will pay to such Lender or L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or L/C Issuer determines that any Change in Law affecting such Lender or L/C Issuer or any Lending Office of such Lender or such Lender's or L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or L/C Issuer's capital or on the capital of such Lender's or

L/C Issuer's holding company, if any, as a consequence of this Credit Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or L/C Issuer or such Lender's or L/C Issuer's holding company could have achieved but for such Change in Law, then from time to time the Borrower will pay to such Lender or L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or L/C Issuer or such Lender's or L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or L/C Issuer, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or L/C Issuer's right to demand such compensation; *provided that* the Borrower shall not be required to compensate a Lender or L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses.

Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any reasonable loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a RFR Loan or a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, pursuant to Section 2.14(b)(v), by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a RFR Loan or a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term Benchmark Loan on a day other than the last day of the Interest Period, as the case may be, therefor as a result of a request by the Borrower pursuant to Section 11.13;

including any reasonable loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on behalf of a Lender, shall be conclusive absent manifest error.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term Benchmark Loan made by it at the Relevant Rate for such Loan by a matching deposit or other borrowing in the relevant reference-rate market for a comparable amount and for a comparable period, whether or not such Term Benchmark Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrower may replace such Lender in accordance with Section 11.13.

(c) Limitation on Additional Amounts, Etc. Notwithstanding anything to the contrary contained in this of this Credit Agreement, unless a Lender gives notice to the Borrower that it is obligated to pay an amount under this Article within nine (9) months after the latest of (i) the date the Lender incurs the respective increased costs, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital, (ii) the date such Lender has actual knowledge of its incurrence of the respective increased costs, loss, expense or liability, reductions in amounts received or receivable or reduction in return on capital or (iii) where the increased costs, loss, expense, liability, etc. relates to a third party claim (e.g., a Tax claim), the date on which the Lender has actual knowledge of such claim, then such Lender shall not be entitled to be compensated for such amounts by the Borrower pursuant to this Article III to the extent any portion of such amounts are directly attributable (e.g., late penalties payable on a third party claim) to such Lender's failure to provide notice within the required period.

3.07 Survival Losses.

All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder, resignation of the Administrative Agent and any assignment of rights by, or replacement of, any Lender or L/C Issuer.

3.08 Additional Reserve Costs.

(a) [Reserved].

(b) For so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority (including any such requirement imposed by the European Central Bank, the European System of Central Banks or the Bank of Canada, but excluding requirements reflected in the Statutory Reserves) in respect of any of such Lender's Term Benchmark Loans, such Lender shall be entitled to require the Borrower to pay, contemporaneously with each payment of interest on each of such Lender's Loans subject to such requirements, additional interest on such Loan at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loan.

(c) Any additional interest owed pursuant to paragraph (a) or (b) above shall be determined in reasonable detail by the applicable Lender, which determination shall be conclusive absent manifest error, and notified to the Borrower (with a copy to the Administrative Agent) at least five (5) Business Days before each date on which interest is payable for the applicable Loan, and such additional interest so notified to the Borrower by such Lender shall be payable to the Administrative Agent for the account of such Lender on each date on which interest is payable for such Loan.

ARTICLE IV

GUARANTY

4.01 The Guaranty.

(a) Each Guarantor, including each Guarantor joined hereto pursuant to a Joinder Agreement as required by the Collateral and Guarantee Requirement, hereby jointly and severally with the other Guarantors guarantees, as a primary obligor and not as a surety to each Secured Party and their respective permitted successors and assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of (i) the Title 11 of the United States Code after any bankruptcy or insolvency petition under Title 11 of the United States Code and (ii) any other Debtor Relief Laws) on the Loans made by the Lenders to, and (without duplication of the Guaranteed Obligations under this Credit Agreement) the Notes, if any, held by each Lender of, the Borrower, and all other Secured Obligations from time to time owing to the Secured Parties by any Credit Party under any Credit Document or any Secured Hedge Agreement or any Secured Cash Management Agreement, in each case strictly in accordance with the terms thereof (such obligations, including any future increases in the amount thereof, being herein collectively called the "Guaranteed Obligations"); *provided*, *however*, *that* Guaranteed Obligations consisting of obligations of any Credit Party arising under any Secured Hedge Agreement shall exclude all Excluded Swap Obligations. The Guarantors hereby jointly and severally agree that if the Borrower or other Guarantors shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal. Notwithstanding any provision hereof or in any other Credit Document to the contrary, in the event that any Guarantor is not an "eligible contract participant" as such term is defined in Section 1(a)(18) of the Commodity Exchange Act, as amended at the time (i) any transaction is entered into under a Secured Hedge Agreement or (ii) such Guarantor becomes a Guarantor hereunder, the Guaranteed Obligations of such Guarantor shall not include (x) in the case of clause (i) above, such transaction and (y) in the case of clause (ii) above, any transactions under Secured Hedge Agreements as of such date.

4.02 Obligations Unconditional.

The obligations of the Guarantors under Section 4.01 shall constitute a guaranty of payment and to the fullest extent permitted by applicable Law, are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Borrower under this Credit Agreement (without duplication of the Guaranteed Obligations under this Credit Agreement), the Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (except for payment in full). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Guarantors, to the extent permitted by Law, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Credit Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Credit Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or except as permitted pursuant to Section 4.09, any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of, an L/C Issuer or any Lender or Agent as security for any of the Guaranteed Obligations shall fail to be perfected; or

(e) the release of any other Guarantor pursuant to Section 4.09.

The Guarantors hereby expressly waive (to the fullest extent permitted by Law) diligence, presentment, demand of payment, protest and, to the extent permitted by Law, all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against the Borrower under this Credit Agreement or (without duplication of the Guaranteed Obligations under this Credit Agreement) the Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive, to the extent permitted by Law, any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guaranty or acceptance of this Guaranty, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty, and all dealings between the Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. This Guaranty shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by Secured Parties, and the obligations and liabilities of the Guarantors hereunder shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other person at any time of any right or remedy against the Borrower or against any other person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall inure to the benefit of the Lenders, and their respective successors and assigns, notwithstanding that from time to time during the term of this Credit Agreement there may be no Guaranteed Obligations outstanding.

4.03 Reinstatement.

The obligations of the Guarantors under this Article IV shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or other Credit Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

4.04 Subrogation; Subordination.

Each Guarantor hereby agrees that until the payment in full in cash and satisfaction in full of all Guaranteed Obligations (other than Secured Cash Management Obligations, Secured Hedge Obligations and contingent obligations, in each case not yet due and owing, and L/C Obligations that have been Cash Collateralized or back-stopped) and the expiration and termination of the Commitments of the Lenders under this Credit Agreement it shall subordinate any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 4.01, whether by subrogation, contribution or otherwise, against the Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

4.05 Remedies.

The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of the Borrower under this Credit Agreement and (without duplication of the Guaranteed Obligations under this Credit Agreement) the Notes, if any, may be declared to be forthwith due and payable as provided in Section 9.02 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 9.02) for purposes of Section 4.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 4.01.

4.06 Instrument for the Payment of Money.

Each Guarantor hereby acknowledges that the guarantee in this Article IV constitutes an instrument for the payment of money, and consents and agrees that any Lender or Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

4.07 Continuing Guaranty.

The guarantee in this Article IV is a continuing guaranty of payment and not of collection, and shall apply to all Guaranteed Obligations whenever arising.

4.08 General Limitation on Guaranteed Obligations.

In any action or proceeding involving any state corporate limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other Law affecting the rights of creditors generally, if the obligations of any Subsidiary Guarantor under Section 4.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 4.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Subsidiary Guarantor, any Credit Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the liability under this Guaranty and the right of contribution established in Section 4.10, but before giving effect to any other guarantee) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

4.09 Release of Guarantors.

If, in compliance with the terms and provisions of the Credit Documents, (i) any Subsidiary Guarantor ceases to be a Subsidiary in a transaction permitted hereunder, (ii) unless the Borrower has otherwise requested that such Excluded Subsidiary shall be or remain a Subsidiary Guarantor, any Subsidiary Guarantor becomes an Excluded Subsidiary (other than pursuant to clause (d) of the definition of "Excluded Subsidiary" unless such release is in connection with a bona fide joint venture with a person other than an Affiliate of the Borrower) or (iii) subject to Section 11.01, if the release of such Guarantor is approved, authorized or ratified in writing by the Required Lenders (any such Subsidiary Guarantor referred to in clause (i), (ii) or (iii), a "Released Guarantor"), such Released Guarantor shall, upon the consummation of the related transaction, change in status, request, approval, authorization or ratification be automatically released from its obligations under this Credit Agreement (including under Section 11.04 hereof) and the other Credit Documents, including its obligations to pledge and grant any Collateral owned by it pursuant to any Collateral Document and, in the case of a sale of any of the Capital Stock of the Released Guarantor, the pledge of such Capital Stock to the Collateral Agent pursuant to the Collateral Documents shall be automatically released, and, so long as the Borrower shall have provided the Agents such certifications or documents as any Agent shall reasonably request, the Administrative Agent and/or the Collateral Agent shall take such actions as are necessary to effect each release described in this Section 4.09 in accordance with the relevant provisions of the Collateral Documents; *provided that* no such release shall occur, and no such Subsidiary Guarantor shall constitute a Released Guarantor, if (x) such Subsidiary Guarantor continues to be a guarantor in respect of the Senior Secured 2029 Notes or any Indebtedness constituting a Junior Financing and is required to provide a Guarantee of the Secured Obligations pursuant to Section 8.03(x) or (y) such Subsidiary Guarantor was an Elective Guarantor unless (A) such Elective Guarantor ceases to be a Subsidiary in a transaction permitted hereunder or (B) such Elective Guarantor is an Excluded Subsidiary (other than as a result of becoming an Excluded Subsidiary pursuant to clause (i) of such definition by virtue of either (I) not being a Subsidiary, and such release is in compliance with Section 8.02 and constitutes an Investment by the Borrower therein at the time of release in an amount equal to the fair market value (as determined in good faith by the Borrower) of such Elective Guarantor or (II) not being wholly-owned, unless in the case of this clause (II), such release is in connection with a bona fide joint venture with a person other than an Affiliate of the Borrower and such release is in compliance with Section 8.02 and constitutes an Investment by the Borrower therein at the time of release in an amount equal to the fair market value (as determined in good faith by the Borrower) of the Borrower's interest in such Elective Guarantor).

When all Commitments hereunder have terminated, and all Loans or other Obligations hereunder which are accrued and payable have been paid or satisfied (other than contingent obligations as to which no claim has been asserted), and no Letters of Credit remain outstanding (except any Letter of Credit the Outstanding Amount of which the Obligations related to which has been Cash Collateralized or for which a back-stop letter of credit reasonably satisfactory to the applicable L/C Issuer has been put in place), this Credit Agreement and the Guaranty made herein, each other Credit Document and any security interest granted under any Credit Document shall terminate with respect to all Obligations, except with respect to Obligations that expressly survive such repayment pursuant to the terms of this Credit Agreement.

4.10 Right of Contribution.

Each Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 4.04. The provisions of this Section 4.10 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Agents, the L/C Issuers and the Lenders, and each Subsidiary Guarantor shall remain liable to the Agents, the L/C Issuers and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

4.11 Keepwell.

Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Credit Party to honor all of its obligations under this Guaranty in respect of Swap Obligations (*provided, however*, *that* each Qualified ECP Guarantor shall only be liable under this Section 4.11 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 4.11, or otherwise under this Guaranty, as it relates to such Credit Party, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 4.11 shall remain in full force and effect until all Commitments hereunder have terminated, and all Loans or other Guaranteed Obligations hereunder which are accrued and payable have been paid or satisfied, and no Letter of Credit remains outstanding (except any Letter of Credit the Outstanding Amount of which the Guaranteed Obligations related thereto has been Cash Collateralized or for which a back-stop letter of credit reasonably satisfactory to the applicable L/C Issuer has been put in place). Each Qualified ECP Guarantor intends that this Section 4.11 constitute, and this Section 4.11 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

4.12 UK Credit Party Guarantee Limitation.

The Guaranty in this Article IV does not apply to any Obligations in respect of any UK Credit Party to the extent that it would result in the Guaranty constituting unlawful financial assistance within the meaning of sections 678 or 679 of the English Companies Act.

ARTICLE V

CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

5.01 Conditions to the Closing Date.

The effectiveness of this Credit Agreement is subject to the satisfaction of the following conditions precedent:

(a) Executed Credit Agreement. The Administrative Agent shall have received executed signature pages to this Credit Agreement from Holdings, the Borrower, each Guarantor required to become a Guarantor on the Closing Date and the Lenders.

(b) Security and Collateral Matters. The Collateral Agent's receipt of the following, each as required by the Collateral and Guarantee Requirements:

(i) Collateral Documents: Executed copies of the Canadian Security Documents, the Intellectual Property Security Agreement and each other Collateral Document required to be delivered thereunder;

(ii) Lien Priority. Evidence, including UCC, PPSA, APPSA, tax and judgment lien searches from the jurisdiction of organization and jurisdiction of the chief executive office of each Credit Party as of the Closing Date and Intellectual Property searches, that none of the Collateral is subject to any Liens (in each case other than Permitted Liens);

(iii) UCC and PPSA Financing Statements. Such UCC and PPSA financing statements (or equivalent under the Civil Code of Quebec) as are necessary to perfect the Liens in the Collateral being secured as of the Closing Date; *provided that* no Credit Party shall be required to make any such filings with respect to Intellectual Property arising under the laws of jurisdictions outside of the United States or Canada; and

(iv) Capital Stock. Original certificates evidencing the Capital Stock pledged pursuant to the Collateral Documents and required to be delivered thereunder on the Closing Date (to the extent such Capital Stock is certificated), together with undated stock transfer powers executed in blank,

provided that each of the requirements set forth in clause (b) above, including the delivery of documents and instruments necessary to satisfy the Collateral and Guarantee Requirement on the Closing Date (except to the extent that the creation or perfection of a Lien on the Collateral (other than Liens on Collateral which can be perfected by filing proper financing statements (Form UCC-1 or the equivalent) for filing under the UCC, the PPSA or the Civil Code of Quebec) or lien searches (other than any UCC or PPSA lien searches in the jurisdiction of organization or formation of the Borrower, Holdings, and the Guarantors, and UCC or PPSA lien searches in the jurisdictions where assets of the Borrower, Holdings, and the Guarantors are located) is not or cannot be provided on the Closing Date after the Borrower's use of commercially reasonable efforts) shall not constitute conditions precedent to any Credit Extension on the Closing Date, but the Borrower shall deliver, or cause to be delivered, such documents and instruments (1) with respect to filings with respect to Intellectual Property, within thirty (30) days (or such longer period as the Administrative Agent may reasonably agree in its reasonable discretion) following the Closing Date, (2) with respect to any original certificates representing the pledged Capital Stock referred to in the relevant Collateral Documents accompanied by original undated stock powers endorsed in blank, within thirty (30) days (or such longer period as the Administrative Agent may reasonably agree in its reasonable discretion) following the Closing Date, or (3) otherwise, within ninety (90) days (or such longer period as the Administrative Agent may reasonably agree in its reasonable discretion) following the Closing Date, in each case, pursuant to arrangements to be mutually agreed; *provided*, *further*, *that* with respect to the perfection of security interests in Collateral required to be delivered on the Closing Date that may be perfected by filing proper financing statements (Form UCC-1 or the equivalent) for filing under the UCC, the PPSA or the Civil Code of Quebec or filings with respect to Intellectual Property, the sole obligations of the Borrower shall be to deliver, or cause to be delivered, necessary financing statements and Intellectual Property Security Agreements to the Collateral Agent or irrevocably authorize and cause Holdings to irrevocably authorize the Collateral Agent to file necessary financing statements and Intellectual Property Security Agreements suitable for filing with the applicable governmental office with respect to registered Intellectual Property Collateral, in each case subject to the Agreed Security Principles.

(c) Executed Parity Intercreditor Agreement. The Administrative Agent shall have received an executed copy of the Parity Intercreditor Agreement.

(d) Opinions of Counsel. The Administrative Agent's receipt of a customary duly executed opinions of (i) DLA Piper LLP (Canada) and DLA Piper LLP (US), counsel to the Credit Parties, and (ii) Gilbert + Tobin and Weil, Gotshal Manges LLP (UK), counsel to the Administrative Agent, in each case, dated as of the Closing Date, and reasonably satisfactory to the Administrative Agent.

(e) Organization Documents, Etc. The Administrative Agent's receipt of a duly executed certificate of a Responsible Officer of each Credit Party as of the Closing Date, attaching each of the following documents and certifying that each is true, correct and complete and in full force and effect as of the Closing Date:

(i) Charter Documents. Copies of its articles or certificate of organization, formation or registration, certified by the appropriate Governmental Authority of the jurisdiction of its organization or formation;

(ii) Bylaws. Copies of its bylaws (or equivalent), operating agreement, partnership agreement, constitution or unanimous shareholder agreement, as applicable;

(iii) Resolutions. Copies of its resolutions approving and adopting the Credit Documents to which it is a party, the transactions contemplated therein, and authorizing the execution and delivery thereof;

(iv) Incumbency. Incumbency certificates identifying the Responsible Officers of such Credit Party that are authorized to execute the Credit Documents and to act on such Credit Party's behalf in connection with the Credit Documents; and

(v) Good Standing Certificates. Certificates of good standing or the equivalent (if any) from its jurisdiction of organization or formation, in each case certified as of a recent date by the appropriate Governmental Authority.

(f) Officer Certificates. The following shall be true as of the Closing Date, and the Administrative Agent shall have received a certificate or certificates of a Responsible Officer of the Borrower, dated as of the Closing Date, certifying each of the following:

(i) Consents. No consents, licenses or approvals are required in connection with the execution, delivery and performance by any Credit Party as of the Closing Date of the Credit Documents, other than as are in full force and effect and, to the extent requested by the Administrative Agent, are attached thereto;

(ii) Material Adverse Effect. There shall have been no event or circumstance since June 30, 2023 that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;

(iii) Material Litigation. There shall be no action, suit, investigation or proceeding pending in any court or before any arbitrator or Governmental Authority that would reasonably be expected to have a Material Adverse Effect; and

(iv) Representations and Warranties; No Default. The conditions to the honoring of a Credit Extension set forth in Section 5.02(a) have been satisfied as of the Closing Date. As of the Closing Date and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

(g) Existing Facility Refinancing. The Existing Facility Refinancing shall have occurred on or substantially concurrently with the Borrowing of the Term B Loans on the Closing Date.

(h) Solvency. The Administrative Agent shall have received a customary certificate, dated as of the Closing Date, certified by the chief financial officer of the Borrower, stating that Holdings and its Subsidiaries, on a consolidated basis after giving effect to the Transactions occurring on the Closing Date, are Solvent.

(i) Convertible 2026 Notes Escrow Account. Substantially concurrently with the borrowing of the Term B Loans on the Closing Date, the Borrower shall have deposited an amount equal to the amount necessary to repurchase all of the Convertible 2026 Notes in the Convertible 2026 Notes Escrow Account.

(j) Loan Notice. The Administrative Agent shall have received a duly completed Loan Notice for the borrowing of any Loans to be borrowed on the Closing Date.

(k) Fees and Expenses. To the extent required by the Credit Documents, all accrued reasonable and documented out-of-pocket fees and expenses of the Lead Arrangers and the Agents (including the reasonable fees and expenses of counsel (limited to a single counsel plus one local counsel in any reasonably necessary jurisdiction for the Agents)) shall have been paid; *provided that* the Borrower shall have received a reasonably detailed invoice therefor at least two (2) Business Days prior to the Closing Date.

(l) KYC Information and Beneficial Ownership Certificate. The Credit Parties shall have provided the documentation and other information to the Lenders that is required by regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act. Further, to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall have provided, at least five (5) days prior to the Closing Date, to any Lender that has requested, in a written notice to the Borrower at least ten (10) days prior to the Closing Date, a Beneficial Ownership Certification (*provided that* upon the execution and delivery by such Lender of its signature page to this Credit Agreement, the condition to deliver such Beneficial Ownership Certification shall be deemed to be satisfied).

Without limiting the generality of the provisions of Section 10.04, for purposes of determining compliance with the conditions specified in this Section 5.01, each Lender that has signed this Credit 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 Closing Date specifying its objection thereto.

5.02 Conditions to All Credit Extensions.

The obligation of each Lender and L/C Issuer to honor any Request for Credit Extension is subject to the satisfaction of the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Credit Party contained in Article VI shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date (*provided that* representations and warranties that are qualified by materiality shall be true and correct in all respects).

(b) No Default or Event of Default shall exist or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the applicable L/C Issuer or the Swingline Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty by the Borrower that the conditions specified in Sections 5.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

The Credit Parties represent and warrant to the Administrative Agent, the Lenders and the L/C Issuers that:

6.01 Existence, Qualification and Power.

Each Credit Party (a) is duly incorporated, formed or organized, as applicable, validly existing and (to the extent the concept is applicable in such jurisdiction) in good standing under the Laws of the jurisdiction of its incorporation, formation or organization, as applicable, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) execute, deliver and perform its obligations under the Credit Documents to which it is a party and (ii) except to the extent it would not reasonably be expected to have a Material Adverse Effect, own its assets and carry on its business, and (c) except to the extent it would not reasonably be expected to have a Material Adverse Effect, is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license.

6.02 Authorization; No Contravention.

The execution, delivery and performance by each Credit Party of each Credit Document to which it is party have been duly authorized by all necessary corporate, limited liability company or other organizational action and do not (a) contravene the terms of such Credit Party's Organization Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien (other than Permitted Liens) under, (i) any Contractual Obligation to which such Credit Party is party or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Credit Party or its Property is subject, or (c) violate any Law applicable to such Credit Party and the relevant Credit Documents, except, in the case of clause (b) or (c) above only, as would not reasonably be expected to have a Material Adverse Effect, and, in the case of an English Subsidiary or an Australian Subsidiary, in each case that is a Credit Party, subject to the Legal Reservations and the Perfection Requirements.

6.03 Governmental Authorization; Other Consents.

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Credit Party of this Credit Agreement or any other Credit Document (other than (a) as have already been obtained and are in full force and effect, (b) filings to perfect security interests granted pursuant to the Credit Documents and (c) approvals, consents, exemptions, authorizations, or other actions, notices or filings the failure to procure which would not reasonably be expected to have a Material Adverse Effect).

6.04 Binding Effect.

Each Credit Document has been duly executed and delivered by each Credit Party that is party hereto or thereto. Each Credit Document constitutes legal, valid and binding obligations of such Credit Party, enforceable against such Credit Party in accordance with its terms, except to the extent the enforceability thereof may be limited by (i) applicable Debtor Relief Laws affecting creditors' rights generally and by equitable principles of law (regardless of whether enforcement is sought in equity or at law) and implied covenants of good faith and fair dealing, (ii) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Credit Parties in favor of the Lenders or (iii) (in the case of an English Subsidiary or an Australian Subsidiary, in each case that is a Credit Party) the Legal Reservations and the Perfection Requirements (clauses (i), (ii) and (iii), the "Enforcement Qualifications").

6.05 Financial Statements.

The audited combined balance sheets of Holdings and its Subsidiaries as of June 30, 2023 and the related combined statements of income or operations, shareholders' equity (or invested equity) and cash flows for the year ending June 30, 2023, including the notes thereto, (i) were prepared in accordance with IASB IFRS consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein and (ii) fairly present the financial condition of Holdings and its Subsidiaries as of the date thereof and its results of operations for the period covered thereby in accordance with IASB IFRS consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

The unaudited combined balance sheets of Holdings and its Subsidiaries dated December 31, 2023, and the related combined statements of income or operations, shareholders' equity (or invested equity) and cash flows for the three (3) months ended on that date (i) were prepared in accordance with IASB IFRS consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present the financial condition of Holdings and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

6.06 No Material Adverse Effect.

Since the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

6.07 Litigation.

There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against any member of the Consolidated Group or against any of their properties or revenues that either individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

6.08 No Default.

No Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Credit Agreement or any other Credit Document.

6.09 Ownership of Property; Liens.

Each of Holdings and its Restricted Subsidiaries has good and valid title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in or right to use, all its other material property, except as would not reasonably be expected to have a Material Adverse Effect, and the property of the Consolidated Group is subject to no Liens, other than Permitted Liens.

6.10 Environmental Matters.

Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, none of the Borrower or any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

6.11 Taxes.

Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (a) the Borrower and each of its Restricted Subsidiaries (i) has timely filed (or has had filed on its behalf) all Tax returns required to be filed and (ii) has paid prior to delinquency all Taxes, whether or not shown on a Tax Return, levied or imposed upon it or its properties, income or assets otherwise due and payable (including in its capacity as a withholding agent), except for Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided, in accordance with IASB IFRS, if such contest suspends enforcement or collection of the claim in question; and (b) there are no current, pending or, to the knowledge of the Borrower or any of its Restricted Subsidiaries, proposed Tax assessments, deficiencies, audits or other claims against or with respect to the Borrower or any of its Restricted Subsidiaries.

6.12 Pension and Benefits Matters.

(a) Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, each pension plan of each Credit Party is in compliance with the applicable provisions of U.S. or Canadian federal, provincial and/or state Laws. Without limiting the generality of the foregoing: (i) each Canadian Pension Plan, and to the knowledge of each Canadian Credit Party, each Canadian Multi-Employer Plan is in compliance in all material respects with its terms, applicable Laws (including the PBA and the Tax Act), and any applicable collective bargaining agreements; (ii) each Canadian Pension Plan and each Canadian Multi-Employer Plan that is intended to be a “registered pension plan” under Section 248(1) of the Tax Act has received a confirmation of such registration from the Canada Revenue Agency and is exempt from federal income tax under Section 149(1) of the Tax Act, and to the knowledge of each Credit Party, nothing has occurred that would prevent or cause the loss of such registered status; (iii) there are no pending or, to the knowledge of any Credit Party, threatened (in writing) claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Canadian Pension Plan or Canadian Multi-Employer Plan; (iv) there has been no violation of the fiduciary duties or standard of care owed by any Credit Party with respect to any Canadian Pension Plan or Canadian Multi-Employer Plan, whether arising pursuant to the PBA or at common law; (v) no Canadian Pension Plan and to the knowledge of each Canadian Credit Party no Canadian Multi-Employer Plan has been terminated by the administrator thereof, nor by any Governmental Authority; (vi) no Canadian Pension Event has occurred, and, to the knowledge of each Credit Party, no fact, event or circumstance exists that would reasonably be expected to constitute or result in a Canadian Pension Event; and (vii) all employer and employee payments and contributions (including “normal cost”, “special payments” and any other required payments in respect of any funding deficiencies or shortfalls) required to be withheld, made, remitted or paid by any Credit Party to or in respect of each Canadian Pension Plan and each Canadian Multi-Employer Plan have been withheld, made, remitted or paid in accordance with the terms of such plan, applicable Laws (including the PBA and the Tax Act), any collective bargaining agreements, any applicable participation agreements, and any applicable employment contracts.

(b) No Credit Party sponsors, administers, or contributes to, or has any unsatisfied obligation to contribute to, or liability under or in respect of, any active or terminated Canadian Defined Benefit Plan.

6.13 Labor Matters.

Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (a) as of the Closing Date, there are no strikes, lockouts or slowdowns against the Borrower or any of its Restricted Subsidiaries pending or, to the knowledge of the Borrower, overtly threatened in writing to the Borrower or any of its Restricted Subsidiaries and (b) the hours worked by and payments made to employees of the Borrower and its Restricted Subsidiaries have not been in violation of the Fair labor Standards Act or any other applicable Federal, state, provincial, local or foreign law dealing with such matters.

6.14 Subsidiaries.

Set forth on Schedule 6.14 is a list of all Subsidiaries of Holdings as of the Closing Date, together with the jurisdiction of organization, and ownership and ownership percentages of Capital Stock of each such Subsidiary as of such date. Schedule 6.14 identifies, as of the Closing Date, whether such Subsidiary shall be party to a Collateral Document or is an Excluded Subsidiary or a Dormant Subsidiary. The outstanding Capital Stock has been validly issued, is owned free of Liens (other than Permitted Liens) and, with respect to any outstanding shares of Capital Stock of a corporation, such shares have been validly issued and are fully paid and non-assessable. The outstanding shares of Capital Stock of each Credit Party and each direct Subsidiary of any Credit Party are not subject to any buy-sell, voting trust or other shareholder agreement except as identified on Schedule 6.14.

6.15 Margin Regulations; Investment Company Act.

(a) The Credit Parties are not engaged and will not engage, principally or as one of their important activities, in the business of purchasing or carrying "margin stock" (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) None of the Credit Parties or any Restricted Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

6.16 Disclosure.

(a) No written report, financial statement, certificate or other information (taken as a whole) furnished by or on behalf of any Credit Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Credit Agreement or delivered hereunder or under any other Credit Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, in each case as of the date such information is provided and as of the Closing Date; *provided that* with respect to projected financial information and estimates, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time they were made. With respect to written projected financial information and pro forma financial information furnished by or on behalf of the Borrower on or prior to the Closing Date concerning Holdings, the Borrower or any Subsidiary or the Transactions, the Borrower represents that, as of the Closing Date, such written information was prepared in good faith based upon assumptions believed to be reasonable at the time such information was furnished, it being understood that such projected financial information and pro forma financial information are not to be viewed as facts or as a guarantee of performance or achievement of any particular results, are subject to significant uncertainties and contingencies, many of which are beyond the control of Holdings, the Borrower and any Subsidiary, and that actual results may vary from such forecasts and that such variations may be material and that no assurance can be given that the projected results will be realized.

(b) As of the Closing Date, the information included in the Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender (if any) in connection with this Credit Agreement is true and correct in all material respects.

6.17 Compliance with Laws.

Each member of the Consolidated Group is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions, settlements or other material agreements with any Governmental Authority and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

6.18 Insurance.

The Borrower and each of its Restricted Subsidiaries maintain, in force, with financially sound and reputable insurance companies, and have paid all premiums and costs that are due and payable and are related to, insurance coverages in such amounts (with no materially greater risk retention) and against such risks under similar circumstances as are reasonably determined by the management of the Borrower and its Restricted Subsidiaries to be sufficient in accordance with the usual and customary practices of companies of established repute engaged in the same or similar lines of business as the Borrower and its Restricted Subsidiaries and operating in the same or similar locations, except to the extent reasonable self-insurance meeting the same standards is maintained with respect to such risks.

6.19 Solvency.

As of the Closing Date, the Borrower and its Subsidiaries, on a consolidated basis, taken as a whole, are, and after giving effect to the transactions occurring on the Closing Date will be, Solvent.

6.20 Intellectual Property; Licenses, Etc.

Except as would not reasonably be expected to have a Material Adverse Effect, as of the Closing Date, each Credit Party owns, or possesses the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other Intellectual Property rights (collectively, "IP Rights") that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person. To the knowledge of the Credit Parties, the operation of the respective businesses of each of the Credit Parties as currently conducted (including the use of Intellectual Property) does not infringe upon, misappropriate, dilute or otherwise violate any Intellectual Property held by any Person, except for such infringements, misappropriations, dilutions, or other violations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. As of the Closing Date, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Credit Parties, threatened in writing, that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

6.21 Collateral Matters.

(a) Each of the Collateral Documents creates (or will create, as the case may be), as security for the Obligations purported to be secured thereby, subject to the Enforcement Qualifications and the other provisions hereof and thereof, a legal, valid and enforceable security interest in favor of the Collateral Agent for the benefit of the applicable Secured Parties in all the Collateral subject to such Collateral Document (or comparable interest under foreign law in the case of foreign Collateral) and each such Collateral Document constitutes either (x) a fully perfected Lien on, and security interest in, all of the Collateral subject to such Collateral Document (except for Collateral for which the absence or failure of the Lien on such Collateral to be perfected would not constitute an Event of Default under Section 9.01(l)) or (y) a floating charge, fixed charge or security interest, as specified in the applicable Collateral Document, with respect to all of the Collateral subject to such Collateral Document, in each case in favor of the Collateral Agent and subject to no other Liens except Permitted Liens. The pledgor or assignor, as the case may be, under each Collateral Document has good title to all Collateral subject thereto free and clear of all Liens other than Permitted Liens. No filings or recordings are required in order to perfect the security interests created under the Collateral Documents except, (i) with respect to the Canadian Credit Parties, for filings or recordings listed on Schedule 6.21, all of which shall have been made on or prior to the Closing Date except as otherwise expressly provided in Schedule 6.21 and (ii) with respect to the Australian Credit Parties and the UK Credit Parties, the filings or recordings listed in a schedule to the applicable Collateral Documents similar in purpose to the schedule described in the foregoing clause (i).

(b) Notwithstanding anything herein (including this Section 6.21) or in any other Credit Document to the contrary, none of the Borrower nor any other Credit Party makes any representation or warranty as to (A) the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest to the extent such pledge, security interest, perfection or priority is not required pursuant to the Collateral and Guarantee Requirement or (B) on the Closing Date and until required pursuant to Section 7.12, 7.13 or 7.14 or Section 5.01(b) (subject to the proviso at the end of such Section 5.01(b)), the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or the enforceability of any pledge or security interest to the extent not required on the Closing Date pursuant to Section 5.01(b) (subject to the proviso at the end of such Section 5.01(b)).

(c) The requirements set forth in Sections 7.12, 7.13 and 7.14 are satisfied (subject to the proviso at the end of Section 5.01(b)).

(d) Notwithstanding the foregoing, it is agreed that the Credit Parties shall not be required to enter into control agreements with respect to their deposit accounts and securities accounts, other than the Convertible 2026 Note Escrow Account Control Agreement, in order to perfect the Collateral Agent's Lien on the Collateral.

6.22 Status of Obligations.

The Obligations constitute Senior Indebtedness (and any other similar term defining Senior Indebtedness) under each indenture or other agreement governing any Subordinated Debt, if any, of the Borrower or any other Credit Party.

6.23 **Immunities, Etc.**

Each Credit Party is subject to civil and commercial law with respect to its obligations under this Credit Agreement, and the execution, delivery and performance by it of this Credit Agreement and each other Credit Document to which it is a party constitutes and will constitute private and commercial acts rather than public or governmental acts. Each Credit Party has validly given its consent to be sued in respect of its obligations under this Credit Agreement and the other Credit Documents to which it is a party. Each Credit Party has waived every immunity (sovereign or otherwise) to which it or any of its properties would otherwise be entitled from any legal action, suit or proceeding, from jurisdiction of any court or from setoff or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) under the laws of the jurisdiction of its incorporation in respect of its obligations under this Credit Agreement and the other Credit Documents to which it is a party. The waiver by each Credit Party described in the immediately preceding sentence is legal, valid and binding on such Credit Party.

6.24 **Anti-Money Laundering, Economic Sanctions Laws and Anti-Corruption Laws.**

(a) To the extent applicable, each of Holdings, the Borrower and its Subsidiaries, and to the knowledge of the Borrower and any other Credit Party, any director, officer, employee, agent or Affiliate of the Borrower or any Subsidiary, is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and other economic or financial sanctions imposed by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), and any sanctions administered by the United Nations Security Council, the European Union, the Government of Canada, including those administered by Global Affairs Canada or Public Safety Canada, the Commonwealth of Australia (including governmental institutions within it which administer sanctions) or His Majesty's Treasury of the United Kingdom or the UK Department for Business, Innovation and Skills or any other UK government authority that administers sanctions ("Sanctions"), (ii) the Patriot Act and (iii) laws, rules and regulations of any jurisdiction applicable to Holdings, the Borrower and its Subsidiaries relating to bribery, corruption or money laundering ("Anti-Corruption Laws").

(b) No part of the proceeds of the Loans will be used, directly or indirectly, in violation of any Anti-Corruption Laws or applicable Sanctions.

(c) No Credit Party, any Subsidiary of the Borrower, nor to the knowledge of any Credit Party, any director, officer, employee, agent or Affiliate of a Credit Party or any Subsidiary of the Borrower, is the subject of any Sanctions. The proceeds of the Loans will not be used for the purpose of financing the activities of any Person, or in any country, region or territory, that, at the time of such financing, is the target of Sanctions, or in any manner that would result in the violation of Sanctions applicable to any party hereto.

(d) Notwithstanding anything in this Credit Agreement, nothing in this Credit Agreement shall require Holdings or any of its Subsidiaries or any director, officer, employee, agent or Affiliate of Holdings or any of its Subsidiaries that are registered or incorporated under the laws of Canada or a province or territory thereof to commit an act or omission that contravenes the Foreign Extraterritorial Measures (United States) Order, 1992.

6.25 **Affected Financial Institution.**

No Credit Party is an Affected Financial Institution.

6.26 Australian Credit Party Representations.

(a) No Australian Credit Party is entitled to claim any general immunity from suit or execution for itself or its assets.

(b) The entering into and performance by an Australian Credit Party of its obligations under the Credit Documents to which it is expressed to be a party is for its commercial benefit.

(c) No Australian Credit Party enters into any Credit Document as trustee of any trust except as otherwise disclosed to the Administrative Agent.

ARTICLE VII

AFFIRMATIVE COVENANTS

Until the Loan Obligations shall have been paid in full or otherwise satisfied, and the Commitments hereunder shall have expired or been terminated, the Borrower will, and will cause each of its Restricted Subsidiaries (other than Dormant Subsidiaries) to:

7.01 Financial Statements.

Deliver to the Administrative Agent, each Lender and each L/C Issuer:

(a) not later than ninety (90) days after the end of each fiscal year of Holdings (*provided that* solely with respect to the fiscal year ending June 30, 2024, not later than the earlier of (x) the date allowed by the Canadian Securities Administrators for the filing of the annual financial statements for such fiscal year for Holdings and (y) one hundred five (105) days after the end of such fiscal year), a consolidated balance sheet of Holdings as at the end of such fiscal year, and the related consolidated statements of income or operations, invested equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with IASB IFRS (except as noted therein), audited and accompanied by a report and opinion of a Public Accounting Firm of nationally recognized standing (it being understood and agreed that a "big four" accounting firm is deemed reasonably acceptable to the Administrative Agent), which report and opinion shall be prepared in accordance with generally accepted auditing standards and applicable Securities Laws and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit or other material qualification or exception (other than a "going concern" qualification, disclosure or exception that is as a result of (i) impending maturity of any Indebtedness, (ii) any anticipated, prospective or actual inability to satisfy any financial covenant (including the covenant under Section 8.11) or (iii) activities, operations, financial results or liabilities of any Person other than the Credit Parties and the Restricted Subsidiaries);

(b) not later than forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of Holdings (*provided that* solely with respect to the fiscal quarters ending March 31, 2024 and September 30, 2024, not later than the earlier of (x) the date allowed by the Canadian Securities Administrators for the filing of the interim financial report for such fiscal quarter for Holdings and (y) eighty-five (85) days after the end of such fiscal quarter), a consolidated balance sheet of the Consolidated Group as at the end of such fiscal quarter, and the related consolidated statements of income or operations, invested equity and cash flows for such fiscal quarter and for the portion of Holdings' fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting the financial condition, results of operations, invested equity and cash flows of the Consolidated Group in accordance with IASB IFRS (except as noted therein), subject only to normal year-end audit adjustments and the absence of footnotes; *provided that* any change in IASB IFRS (or relevant pronouncements) or in the application thereof (including through conforming changes made consistent with IASB IFRS) shall not be required to be reflected in the financial statements delivered pursuant to this Section 7.01(b) until after such changes are reflected in the audited financial statements most recently delivered pursuant to Section 7.01(a). Notwithstanding anything contained in this Section 7.01(b) or Section 7.02 to the contrary, solely with respect to each fourth fiscal quarter of each fiscal year after the Closing Date, Holdings shall not be required to deliver quarterly financial statements for such fiscal quarter; and

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 7.01(a) and (b) above, if during any of the periods for which financial statements are required to be delivered hereunder Holdings shall have one or more material Unrestricted Subsidiaries, then such financial statements shall be accompanied by information in reasonable detail summarizing the material differences between the financial statements delivered hereunder and the results of operations and financial condition of Holdings and its Subsidiaries without giving effect to the results or condition of any such Unrestricted Subsidiaries.

Notwithstanding the foregoing, the obligations in Sections 7.01(a) and (b) may be satisfied with respect to financial information of Holdings and its Subsidiaries by furnishing the applicable financial statements of Holdings filed with SEDAR; *provided that* (i) to the extent Holdings incurs Indebtedness or makes an Investment (including an acquisition) pursuant to Section 8.18, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to Holdings, on the one hand, and the information relating to the Borrower and the Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 7.01(a), such materials are accompanied by a report and opinion of an independent Public Accounting Firm of a nationally recognized standing (it being understood and agreed that a "big four" accounting firm is deemed reasonably acceptable to the Administrative Agent), which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall be without any "going concern" qualification or any qualification as to the scope of such audit (other than a "going concern" qualification, disclosure or exception that is as a result of (A) current debt maturity of any Indebtedness, (B) any anticipated, prospective or actual inability to satisfy any financial covenant (including the covenant under Section 8.11) or (C) activities, operations, financial results or liabilities of any Person other than the Credit Parties and the Restricted Subsidiaries).

Any financial statement required to be delivered pursuant to Section 7.01(a) or 7.01(b) shall not be required to include purchase accounting adjustments relating to the Transactions or any Permitted Acquisition or other permitted Investment to the extent it is not practicable to include them.

Documents required to be delivered pursuant to Sections 7.01 and 7.02(a) through (c) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower (or any direct or indirect parent of the Borrower) posts such documents, or provides a link thereto on the website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on IntraLinks or another relevant website, if any, to which each Lender and each Agent have access; *provided that* (i) upon written request by the Administrative Agent, the Borrower shall deliver paper copies of such documents to such Agent for further distribution to each applicable Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to such Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance, the Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 7.02(a) to the Administrative Agent (which may be electronic copies delivered via electronic mail). Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Agents and maintaining its copies of such documents.

The Borrower hereby acknowledges that the Agents will make available to the Lenders and the L/C Issuers materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system.

As to any information contained in materials furnished pursuant to Section 7.02, the Borrower shall not be separately required to furnish such information under subsection (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in subsections (a) and (b) above at the times specified therein.

7.02 Certificates; Other Information.

Deliver to the Administrative Agent, each Lender and each L/C Issuer:

(a) within five (5) Business Days following the delivery of the financial statements referred to in Section 7.01(a), a certificate of its independent certified public accountants certifying such financial statements and stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default with respect to the financial covenant or, if any such Default or Event of Default shall exist, stating the nature and status of such event (which may be limited to the extent consistent with industry practice or the policy of the accounting firm);

(b) within five (5) Business Days following each delivery of the financial statements referred to in Sections 7.01(a) and (b) (except as set forth in clause (i) below), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower (i) setting forth computations in reasonable detail satisfactory to the Administrative Agent demonstrating compliance with the applicable financial covenant contained herein, (ii) certifying that no Default or Event of Default exists as of the date thereof (or the nature and extent thereof and proposed actions with respect thereto), (iii) setting forth a list of each Subject Disposition and Involuntary Disposition effected during the fiscal quarter or fiscal year, as the case may be, covered by such financial statements, to the extent the Net Cash Proceeds received in such Subject Disposition (or series of related Subject Dispositions) or Involuntary Disposition (or series of related Involuntary Dispositions) exceed [*figure redacted*], and whether the Borrower and its Subsidiaries intend to reinvest the Net Cash Proceeds thereof or to use such Net Cash Proceeds to prepay the Loans, (iv) a calculation of the Cumulative Credit (in reasonable detail) as of the last day of the period covered by such financial statements and (v) setting forth a list of (A) the Unrestricted Subsidiaries formed, acquired, divested, liquidated, merged or otherwise disposed of and (B) the Subsidiaries of the Borrower designated as Unrestricted Subsidiaries or redesignated as a Restricted Subsidiary pursuant to a Subsidiary Redesignation, in each case during the period covered by such financial statements;

(c) promptly upon receipt thereof, all notices of default under any Indebtedness having an aggregate principal amount of at least [*figure redacted*];

(d) promptly, such additional information regarding the business, financial or corporate affairs of any Credit Party or any Restricted Subsidiary of a Credit Party, or compliance with the terms of the

Credit Documents, as the Administrative Agent or any Lender (acting through the Administrative Agent) may from time to time reasonably request;

(e) promptly after the furnishing thereof, copies of any material financial statement or report furnished to any holder of material Indebtedness of any Credit Party or of any of its Restricted Subsidiaries pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 7.01 or any other clause of this Section 7.02;

(f) as soon as available, but in any event no more than one hundred and twenty (120) days following the beginning of each fiscal year of the Borrower, a detailed consolidated budget for the subsequent fiscal year (including a projected consolidated balance sheet and related statements of projected operations and cash flow as of the end of and for each fiscal quarter of such fiscal year and setting forth the assumptions used for purposes of preparing such budget) and, promptly when available, any significant revisions of such budget; and

(g) promptly following any request therefor, the Borrower will provide documentation reasonably request by any Lender for purposes of compliance with the Beneficial Ownership Certification.

Documents required to be delivered pursuant to Section 7.01 or 7.02 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) including, to the extent the Lenders and the Administrative Agent have access thereto and such documents are available thereon, the SEDAR+ database; *provided that* the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents. Except for Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents; *provided, further, that* (i) to the extent Holdings incurs Indebtedness or makes an Investment (including an acquisition) pursuant to Section 8.17, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to Holdings, on the one hand, and the information relating to the Borrower and the Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 7.01(a), such materials are accompanied by a report and opinion of a Public Accounting Firm of nationally recognized standing (it being understood and agreed that a "big four" accounting firm is deemed reasonably acceptable to the Administrative Agent), which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall be without any "going concern" qualification or any qualification as to the scope of such audit (other than a "going concern" qualification, disclosure or exception that is as a result of (A) current debt maturity of any Indebtedness, (B) any anticipated, prospective or actual inability to satisfy any financial covenant (including the covenant under Section 8.11) or (C) activities, operations, financial results or liabilities of any Person other than the Credit Parties and the Subsidiaries).

The Credit Parties hereby acknowledge that the Administrative Agent and/or the Lead Arrangers will make available to the Lenders and the L/C Issuers materials and/or information provided by or on behalf of the Credit Parties hereunder (collectively, the "Credit Party Materials") by posting the Credit Party Materials on IntraLinks or another similar electronic system (the "Platform") and that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Credit Parties or their securities) (each, a "Public Lender"). The Credit

Parties hereby agree that so long as any Credit Party is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities (1) all Credit Party Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" (which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof), or otherwise indicated to the Administrative Agent as being "PUBLIC"; (2) by marking or otherwise indicating the Credit Party Materials "PUBLIC," the Credit Parties shall be deemed to have authorized the Agents, the Lead Arrangers, the L/C Issuers and the Lenders to treat such Credit Party Materials as not containing any material non-public information with respect to the Credit Parties or their securities for purposes of U.S. Securities Laws (*provided, however, that* to the extent such Credit Party Materials constitute Information, they shall be treated as set forth in Section 11.07); (3) all Credit Party Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor"; and (4) the Administrative Agent and the Lead Arrangers shall be entitled to treat any Credit Party Materials that are not marked or otherwise indicated "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor."

In no event shall the requirements set forth in Section 7.02(d) require Holdings, the Borrower or any of its Subsidiaries to provide any such information which (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to any Agent or any Lender (or their respective representatives or contractors) is prohibited by Law, fiduciary duty or Contractual Obligation (not created in contemplation thereof) or (iii) is subject to attorney-client or similar privilege or constitutes attorney work-product; *provided that*, in the case of foregoing clauses (ii) and (iii), Holdings, the Borrower, or such Subsidiary shall use commercially reasonable efforts to communicate such information without violating such Law, duty or obligation or breaking such privilege.

7.03 Notification.

Promptly, and in any event within five (5) Business Days after any Responsible Officer of the Borrower or any of its material Restricted Subsidiaries obtains knowledge thereof, notify the Administrative Agent, each Lender and each L/C Issuer of:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any litigation, investigation or proceeding affecting any Credit Party which would reasonably be expected to have a Material Adverse Effect;

(c) the occurrence of any Canadian Pension Event; and

(d) any other occurrences or events that result in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 7.03 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the occurrence or event requiring such notice and any action taken or proposed to be taken with respect thereto. In no event shall the requirements set forth in this Section 7.03 require Holdings, the Borrower or any of its Subsidiaries to provide any such information which (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to any Agent or any Lender (or their respective representatives or contractors) is prohibited by Law, fiduciary duty or Contractual Obligation (not created in contemplation thereof) or (iii) is subject to attorney-client or similar privilege or constitutes attorney work-product; *provided that*, in the case of foregoing clauses (ii) and (iii), Holdings, the Borrower, or such Subsidiary shall use commercially reasonable efforts to communicate such information without violating such Law, duty or obligation or breaking such privilege.

7.04 Preservation of Existence.

Except as otherwise permitted hereunder, do all things necessary to preserve and keep in full force and effect (x) its existence and (y) its rights, franchises and authority, except (i) to the extent, in the case of clauses (x) (with respect to any Subsidiary only and not the Borrower) and (y), that the failure to do so would not have a Material Adverse Effect, (ii) with respect to any Restricted Subsidiary or the Borrower, to the extent otherwise permitted by Section 8.04 hereof, and (iii) for the liquidation or dissolution of Restricted Subsidiaries if the assets of such Restricted Subsidiaries, to the extent such assets exceed estimated liabilities, are acquired by the Borrower or a Wholly Owned Subsidiary of the Borrower that is a Restricted Subsidiary in such liquidation or dissolution (and, in the case of assets of a non-wholly owned Subsidiary that is a Restricted Subsidiary, such assets are acquired by the Borrower or a Wholly Owned Subsidiary of the Borrower that is a Restricted Subsidiary on a pro rata basis according to the Borrower or such Wholly Owned Subsidiary's ownership in such Subsidiary); *provided that* Subsidiaries that are Guarantors may not be liquidated into Subsidiaries that are not Guarantors.

7.05 Payment of Taxes and Other Obligations.

(a) Except in each case to the extent that the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect, pay and discharge (i) all Taxes imposed upon it, or upon its income or profits, or upon any of its properties, before they become delinquent (it being understood that, with respect to any Unrestricted Subsidiary, such Subsidiary shall comply with this clause (i) to the extent that any such obligation to pay and discharge such Taxes may become an obligation of the Borrower or any of its Subsidiaries (other than an Unrestricted Subsidiary)), (ii) all lawful claims (including claims for labor, material and supplies) that, if unpaid, might give rise to a Lien upon any of its properties, and (iii) except as prohibited hereunder, all of its other Indebtedness as it becomes due; *provided that* no such Person shall be required to pay any amount that is being contested in good faith by appropriate proceedings and for which adequate reserves, determined in accordance with IASB IFRS, have been established, if such contest suspends enforcement or collection of the claim in question.

(b) Timely and correctly file all Tax Returns required to be filed by it, except for failures to file that would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

7.06 Compliance with Law.

Comply with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority, a breach of which would result in a Material Adverse Effect, except where contested in good faith by appropriate proceedings diligently pursued. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

7.07 Maintenance of Property.

Maintain and preserve its material properties and equipment in good repair, working order and condition, normal wear and tear and casualty and condemnation excepted, and make all repairs, renewals, replacements, extensions, additions, betterments and improvements thereto as may be necessary or proper, to the extent and in the manner customary for similar businesses, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

7.08 Insurance.

Maintain at all times in force and effect insurance in such amounts, covering such risks and liabilities and with such deductibles or self-insurance retentions as determined by the Borrower in its reasonable business judgment. With respect to insurance coverage in Canada and subject to Section 7.18, the Collateral Agent shall be named as loss payee and/or additional insured, as its interests may appear, with respect to any such insurance providing coverage in respect of any Collateral under the Collateral Documents, and the Borrower shall request that each provider of any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Collateral Agent, that it will give the Collateral Agent thirty (30) days' prior written notice (except for nonpayment, which shall be ten (10) days' prior written notice) before any such policy or policies shall be altered in any material respect or canceled, and that no act or default of any member of the Restricted Group or any other Person shall affect the rights of the Collateral Agent or the Lenders under such policy or policies.

7.09 Books and Records.

Maintain (a) proper books of record and account, in which true and correct entries in conformity with IASB IFRS shall be made of all financial transactions and matters involving the assets and business of the Borrower or such Subsidiary, as the case may be, and (b) such books of record and account are in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or such Subsidiary.

7.10 Inspection Rights.

Permit representatives and independent contractors of the Administrative Agent or any Lender (in the case of such Lender, coordinated through the Administrative Agent) to (i) to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower and (ii) visit and inspect any of its properties and examine its corporate, financial and operating records, once per fiscal year of Holdings at such reasonable times during normal business hours, upon reasonable advance notice to the Borrower; *provided*, *however*, *that* when an Event of Default exists the Administrative Agent or any of its representatives or independent contractors or any Lender (in the case of such Lender, coordinated through the Administrative Agent) may do any of the foregoing at the expense of the Borrower at any time during normal business hours. Notwithstanding any provision to the contrary, all meetings and inspections requested and held pursuant to this Section 7.10 are subject to applicable attorney-client privilege exceptions and compliance with non-disclosure and confidentiality agreements between the Borrower, any of its Subsidiaries and third parties. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's accountants.

7.11 Use of Proceeds.

Use the proceeds of (a) the Term B Loans to repay (i) the principal, interest, accrued and unpaid interest, fees, premium, if any, and any other amounts (other than contingent obligations not then due and payable and that by their terms survive the termination of the Existing Credit Facility) owing under the Existing Credit Facility and (ii) the principal, accrued and unpaid interest, fees, premium, if any, and other amounts (other than contingent obligations not then due and payable and that by their terms survive the termination thereof) owing under the Convertible 2026 Notes, (b) [reserved] and (c) the Dollar Revolving Loans and the Multicurrency Revolving Loans for general corporate purposes and, in each case of clauses (a), (b) and (c), not in contravention of any Law or of any Credit Document. No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Federal Reserve Board, including Regulation U.

7.12 Joinder of Additional Guarantors.

(a) (i) With respect to the formation, acquisition (or other receipt of interests) or existence (including, without limitation, upon the formation of any Material Subsidiary resulting from a division of a limited liability company) of any Subsidiary that would constitute a Material Subsidiary that is not an Excluded Subsidiary, within ninety (90) days (or such longer period as the Administrative Agent may agree in its sole discretion) of the formation, acquisition, cessation, division or other receipt of interests of any such Material Subsidiary and (ii) in the case of any other Subsidiary that is required to be joined in order to ensure that the Guarantor Coverage Test is satisfied on each Guarantor Coverage Test Date, on the later of (A) the Guarantor Coverage Test Date or (B) thirty (30) days (or such longer period as the Administrative Agent may agree in its sole discretion) after the formation, acquisition, cessation, division or other receipt of interests of any such Subsidiary, cause, in the case of each of clauses (i) and (ii), the joinder of such Subsidiary as a Guarantor of the Obligations pursuant to Joinder Agreements (or such other documentation in form and substance reasonably acceptable to the Administrative Agent) accompanied by Organization Documents, take all actions necessary to create and perfect a security interest in favor of the Collateral Agent for the benefit of the applicable Secured Parties in its assets to the extent required by the Collateral and Guarantee Requirements (including the delivery to the Collateral Agent of all certificated Capital Stock and the Global Intercompany Note owing to such Subsidiary required to be delivered thereunder, together with undated stock transfer forms (or the appropriate equivalent in each relevant jurisdiction) and allonge executed in blank, and all filings required under applicable law (including filing of UCC, PPSA and APPSA (or for other jurisdictions similar or equivalent) financing statements in such jurisdictions as may be reasonably requested by the Administrative Agent)) and, if reasonably requested by the Administrative Agent, deliver favorable opinions of counsel to such Subsidiary (or if customary in the applicable jurisdiction, counsel to the Lenders), in form and substance reasonably satisfactory to the Administrative Agent.

(b) For the avoidance of doubt, if (i) an Excluded Subsidiary shall cease to be an Excluded Subsidiary or (ii) an Unrestricted Subsidiary shall be redesignated as a Restricted Subsidiary pursuant to a Subsidiary Redesignation, such Subsidiary shall, if required, thereupon comply with any requirements set forth in clause (b) above; *provided that* this Section 7.12 shall not require the creation or perfection of pledges of or security interests in particular assets of any Subsidiaries unless required in accordance with the Collateral and Guarantee Requirement.

7.13 Pledge of Additional Collateral.

With respect to each Credit Party, pledge and grant a security interest in all of its property that is required to be provided as Collateral pursuant to the Collateral and Guarantee Requirements (except (a) Excluded Property and (b) as otherwise set forth in the Collateral Documents) to secure the Obligations within ninety (90) days (or such longer period as the Administrative Agent may agree in its sole discretion) of the acquisition or creation thereof, pursuant to such pledge and security agreements, joinder agreements or other documents as may be required, together with any filings under the UCC, PPSA and APPSA (or for other jurisdictions similar or equivalent) filing requirements and deliveries reasonably requested by the Collateral Agent in connection therewith to perfect (or the equivalent under applicable foreign laws), the security interests therein, all in form and substance reasonably satisfactory to the Administrative Agent and, if reasonably requested by the Administrative Agent, deliver favorable opinions of counsel to such Subsidiary (or if customary in the applicable jurisdiction, counsel to the Lenders), in form and substance reasonably satisfactory to the Administrative Agent in connection therewith.

7.14 Further Assurances Regarding Collateral.

(a) Subject to Section 7.12 and the Collateral and Guarantee Requirement, promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error relating to the granting or perfection of security interests that may be discovered in any Credit Document or in the execution, acknowledgment, filing or recordation thereof, and (b) to the extent required pursuant to the Collateral and Guarantee Requirement and subject in all respects to the limitations therein, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or the Required Lenders through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Credit Documents, (ii) to the fullest extent permitted by applicable law, subject any Credit Party's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by the Collateral and Guarantee Requirements or any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the holders of the Obligations the rights granted to the holders of the Obligations under any Credit Document or under any other instrument executed in connection with any Credit Document to which any Credit Party is or is to be a party.

(b) Notwithstanding anything to the contrary provided herein or in any Credit Document, the Borrower and the Subsidiaries shall not be required to deliver control agreements with respect to deposit accounts or securities accounts, other than the Convertible 2026 Note Escrow Account Control Agreement.

(c) Notwithstanding anything else in this Credit Agreement, including the terms, conditions and provisions of the Collateral Documents, if compliance by an Australian Subsidiary with the requirements set out in this Section 7.14, or in Sections 7.12 or 7.13 would constitute financial assistance for the purposes of Section 260A of the Australian Corporations Act, then such Australian Subsidiary shall not be required to satisfy such requirements until the date falling ninety (90) days after such formation, acquisition or designation, or such later date as the Collateral Agent may agree in writing in its reasonable discretion, *provided that* such Australian Subsidiary provides evidence satisfactory to the Collateral Agent within ninety (90) days after such formation, acquisition or designation, or such longer period as the Collateral Agent may agree in writing in its reasonable discretion, that any necessary financial assistance 'whitewash' procedures under Section 260B of the Australian Corporations Act to enable the relevant Australian Subsidiary to comply with such requirements have been completed.

7.15 Rating.

The Borrower shall use its commercially reasonable efforts to obtain and maintain a corporate family and/or corporate credit rating, as applicable, and ratings in respect of this Credit Agreement, in each case, from each of Moody's and S&P.

7.16 Convertible 2026 Notes Escrow Account; Redemption of Convertible 2026 Notes.

At all times from (and including) the Closing Date until the date on which all of the Convertible 2026 Notes are repurchased and no Convertible 2026 Notes are outstanding, the Borrower shall (i) maintain on deposit in the Convertible 2026 Notes Escrow Account an amount no less than the amount required to repurchase all of the then-outstanding Convertible 2026 Notes and (ii) if for any reason the amounts on deposit in the Convertible 2026 Notes Escrow Account is less than the amounts required under clause (i) above, the Borrower shall promptly (and in any event within one Business Day) deposit amounts into the Convertible 2026 Notes Escrow Account such that clause (i) above is satisfied. Amounts withdrawn from the Convertible 2026 Notes Escrow Account shall be applied immediately to repurchase Convertible 2026

Notes. At all times from (and including) the date that is ninety (90) days after the Closing Date (as such date may be extended in the Administrative Agent's sole discretion) until the date on which all of the Convertible 2026 Notes are repurchased and no Convertible 2026 Notes are outstanding, the Borrower shall ensure that the Collateral Agent has a perfected first-priority security interest over the Convertible 2026 Notes Escrow Account and all amounts deposited therein.

7.17 Pension and Benefits Matters.

(a) Each Credit Party shall comply with and perform in all material respects all of its obligations under and in respect of each Canadian Pension Plan, including under the terms of such plan, all applicable Laws and any applicable collective bargaining agreements. All employer or employee payments or contributions that are required to be withheld, made, remitted or paid to each Canadian Pension Plan by a Credit Party shall be withheld, made, remitted or paid by such Credit Party at or prior to becoming due in accordance with the terms thereof, applicable Laws, and any applicable collective bargaining agreement. No Credit Party shall take any action to cause, or cause any circumstance to exist that would reasonably be expected to provide, any basis for a Governmental Authority to take steps to cause, the termination or the wind up, in whole or in part, of any Canadian Pension Plan.

(b) The Credit Parties shall promptly furnish to the Administrative Agent, upon the Administrative Agent's written request, such additional information with respect to any Canadian Pension Plan.

7.18 Post-Closing Matters.

The Borrower (and Holdings, with respect to Section 7.18(b)) shall complete the following tasks, in each case within the time limits specified below (or such later date as the Administrative Agent may agree in its sole discretion):

(a) within one hundred twenty (120) days after the Closing Date (the "Joinder Date"), cause the English Subsidiaries and the Australian Subsidiaries which, in each case, are Guarantors as of the Closing Date, to deliver the following documents to the extent required by the Collateral and Guarantee Requirements and Section 7.12:

(i) duly executed copies of the Australian Security Agreement, the English Security Agreement and each other Collateral Document required to be delivered thereunder;

(ii) duly executed copies of any Intellectual Property Security Agreements, if required;

(iii) evidence, including UCC, APPSA, ASIC, tax and judgment lien searches from the jurisdiction of organization and jurisdiction of the chief executive office of each applicable Subsidiary and Intellectual Property searches, that none of the Collateral being secured as of the Joinder Date is subject to any Liens (in each case other than Permitted Liens);

(iv) duly executed opinions of (x) DLA Piper LLP (Canada), counsel to the Credit Parties, and (y) Gilbert + Tobin and Weil, Gotshal & Manges LLP (UK), counsel to the Administrative Agent;

(v) such UCC and APPSA financing statements as are necessary to perfect the Liens in the Collateral being secured as of the Joinder Date; *provided* that no Credit Party shall be required to make any such filings with respect to Intellectual Property arising under the laws of jurisdictions outside of the United States or Canada; and

(vi) original certificates evidencing the Capital Stock pledged pursuant to the Collateral Documents and required to be delivered thereunder on the Joinder Date (to the extent such Capital Stock is certificated), together with undated stock transfer powers executed in blank;

provided that with respect to the perfection of security interests in Collateral that may be perfected by filing proper financing statements (Form UCC-1 or the equivalent) for filing under the UCC or the APPSA or filings with respect to Intellectual Property, the sole obligations of the Borrower shall be to deliver, or cause to be delivered, necessary financing statements and Intellectual Property Security Agreements to the Collateral Agent or irrevocably authorize and cause Holdings to irrevocably authorize the Collateral Agent to file necessary financing statements and Intellectual Property Security Agreements suitable for filing with the applicable governmental office with respect to registered Intellectual Property Collateral;

(b) within ninety (90) days after the Closing Date (or such longer time as the Administrative Agent may agree in its reasonable discretion), the Borrower shall deliver to the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent, the duly executed Convertible 2026 Notes Escrow Account Control Agreement with respect to the Convertible 2026 Notes Escrow Account, by and among the Borrower, the applicable depository institution and the Collateral Agent;

(c) within ninety (90) days after the Closing Date (or such longer time as the Administrative Agent may agree in its reasonable discretion), the Collateral Agent shall have received (to the extent not already in their possession) insurance certificates and endorsements naming the Collateral Agent, on behalf of the holders of the Obligations, as loss payee and/or additional insured, with respect to any such insurance providing coverage in respect of any Collateral under the Collateral Documents in accordance with Section 7.08; and

(d) within thirty (30) days after the Closing Date (or such longer time as the Administrative Agent may agree in its reasonable discretion), the Borrower shall deliver to the Collateral Agent the duly executed Global Intercompany Note.

7.19 Quarterly Lender Calls.

Upon the reasonable request of the Administrative Agent, the Borrower will participate in a quarterly conference call of the Administrative Agent and the Lenders.

ARTICLE VIII

NEGATIVE COVENANTS

Until the Loan Obligations shall have been paid in full or otherwise satisfied, and the Commitments hereunder shall have expired or been terminated, the Borrower will not, and will not permit any of its Restricted Subsidiaries to (and solely in the case of Section 8.18, Holdings will not):

8.01 Liens.

Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens (i) created pursuant to the Credit Documents and (ii) on the Collateral securing other Secured Obligations;

(b) [reserved];

(c) Liens existing on the Closing Date; *provided that* any Lien securing Indebtedness in excess of [*figure redacted*] in the aggregate (when taken together with all other Liens securing obligations outstanding in reliance on this clause (c) that are not listed in Schedule 8.01) shall only be permitted to the extent such Lien is listed on Schedule 8.01, together with any extensions, replacements, modifications, refinancings or renewals of the foregoing; *provided, further, that* (i) the collateral interests are not broadened or increased or secure any Property not secured by such Liens on the Closing Date (but shall be permitted to apply to after-acquired property affixed or incorporated into the property covered by such Lien and the proceeds and products of the foregoing) or (ii) the replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens, to the extent constituting Indebtedness, is permitted by Section 8.03;

(d) Liens for Taxes, assessments or governmental charges or levies overdue for a period of more than any applicable grace period related thereto or that are being contested in good faith and by appropriate actions, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with IASB IFRS to the extent required by IASB IFRS;

(e) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and suppliers and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business (other than Liens arising pursuant to the PBA for amounts that are payable and due); *provided that* such Liens secure only amounts not yet due and payable or, if due and payable, are unfiled and no other action has been taken to enforce the same, are not overdue by more than forty five (45) days, or are being contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with IASB IFRS have been established (and as to which the property subject to any such Lien is not yet subject to a foreclosure, sale or loss proceeding on account thereof (other than a proceeding where foreclosure, sale or loss has been stayed));

(f) Liens incurred or deposits made in the ordinary course of business in connection with, and obligations in respect of letters of credit (other than Letters of Credit) or bank guarantees incurred in the ordinary course of business with respect to, workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(g) Liens (i) in connection with attachments or judgments (including judgment or appeal bonds) that do not result in an Event of Default under Section 9.01(i), (ii) arising out of judgments or awards against the Borrower or any of its Subsidiaries with respect to which an appeal or other proceeding for review is then being pursued and (iii) notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings for which adequate reserves have been made;

(h) easements, rights-of-way, covenants, conditions, restrictions (including zoning restrictions), declarations, rights of reverter, minor defects or irregularities in title and other similar charges or encumbrances, whether or not of record, that do not, in the aggregate, interfere in any material respect with the ordinary course of business of the Borrower or its Subsidiaries;

(i) Liens on property of any Person securing purchase money Indebtedness or Indebtedness in respect of Sale and Leaseback Transactions permitted under Section 8.13 (including capital leases and Synthetic Leases) of such Person, in each case to the extent incurred under Section 8.03(c) (or any refinancing of such Indebtedness incurred under Section 8.03(l)); *provided that* any such Lien attaches only to the Property financed or leased and such Lien attaches prior to, at the time of or within one hundred eighty (180) days after the later of the date of acquisition of such property or the date such Property is placed in service (or, in the case of Liens securing a refinancing of such Indebtedness pursuant to Section 8.03(l), any such Lien attaches only to the Property that was so financed with the proceeds of the Indebtedness so refinanced);

(j) licenses, sublicenses, leases or subleases granted to others, including Intercompany License Agreements, not interfering in any material respect with the business of any member of the Consolidated Group;

(k) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 8.02, to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 8.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(l) Liens (i) in favor of the Borrower or any Guarantor and (ii) in favor of a Subsidiary that is not a Credit Party on assets of a Subsidiary that is not a Credit Party securing Indebtedness permitted to be incurred by such Subsidiary under Section 8.03;

(m) any interest or title of a lessor or sublessor under, and Liens arising from UCC financing statements, PPSA financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) relating to, leases and subleases permitted by this Credit Agreement;

(n) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods and Liens deemed to exist in connection with Investments in repurchase agreements that constitute Investments permitted by Section 8.02 hereof;

(o) normal and customary contractual rights of setoff upon deposits of cash or other Liens relating to bankers liens, rights of setoff or similar rights in favor of banks or other depository institutions (i) relating to the establishment of depository relations with banks or other deposit-taking financial institutions and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any of its Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers or suppliers of the Borrower or any of its Subsidiaries in the ordinary course of business and that are within the general parameters customary in the banking industry or arising pursuant to such banking institutions general terms and conditions (including contractual rights of setoff or rights of pledge related to Cash Management Services);

(p) Liens of a collection bank arising under Section 4-210 of the UCC on items in the course of collection;

(q) Liens on Property securing obligations incurred under Section 8.03(h) (or any refinancing of such Indebtedness incurred under Section 8.03(l)); *provided that* the Liens are not incurred in connection with, or in contemplation or anticipation of, the acquisition and do not attach or extend to any Property other than the Property so acquired (or, in the case of Liens securing a refinancing of such Indebtedness pursuant to Section 8.03(l), the Property acquired with the proceeds of the Indebtedness so refinanced);

(r) other Liens; *provided that* such Liens do not secure principal obligations exceeding the greater of [*figure redacted*] of [*term redacted*] in an aggregate amount at any time outstanding determined at the time of incurrence;

(s) Liens (i) in respect of any Indebtedness permitted under Section 8.03(g) to the extent such Liens extend only to Property of the Subsidiary or Subsidiaries that are not Credit Parties incurring such Indebtedness or (ii) Liens on property of any Subsidiary that is not a Credit Party arising mandatorily under the Laws of the jurisdiction of organization of such Subsidiary;

(t) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit (other than Letters of Credit) or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(v) Liens securing obligations incurred pursuant to Section 8.03(n);

(w) Liens on Capital Stock in any non-wholly owned Restricted Subsidiary and joint ventures securing obligations of such joint venture (including any put and call arrangements or restrictions on disposition related to its Capital Stock set forth in its organizational documents or any related joint venture or similar arrangement, to the extent required by the terms of the organizational documents or material contracts of such non-wholly owned Restricted Subsidiary or joint venture);

(x) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a bank guarantee or bankers' acceptance issued or created for the account of the Borrower or any Subsidiary in the ordinary course of business so long as such Liens are extinguished when such goods or inventory are delivered to the Borrower or a Subsidiary; *provided that* such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such bankers' acceptance or bank guarantee to the extent permitted under Section 8.03;

(y) Liens securing insurance premiums financing arrangements; *provided that* such Liens are limited to the applicable unearned insurance premiums;

(z) Liens in favor of any Credit Party; *provided that* if any such Lien shall cover any Collateral, the holder of such Lien shall execute and deliver to the Administrative Agent a subordination agreement in form and substance reasonably satisfactory to the Administrative Agent;

(aa) Liens on the Capital Stock of Unrestricted Subsidiaries;

(bb) Liens arising from precautionary UCC or PPSA financing statement or similar filings;

(cc) Liens securing Swap Contracts so long as the value of the property securing such Swap Contracts does not exceed [*figure redacted*] million at any time;

(dd) [reserved];

(ee) Liens on Collateral securing Obligations in respect of Refinancing Notes/Loans; *provided that* the holders of such Refinancing Notes/Loans or their representative is or becomes party to an Intercreditor Agreement and all such Liens are subject to such Intercreditor Agreement;

(ff) Liens on the Collateral securing (i) Indebtedness permitted to be incurred under Section 8.03(f) (or permitted refinancing Indebtedness under Section 8.03(l) in respect thereof and/or any Permitted

Refinancing thereof) and (ii) Incremental Equivalent Debt (or permitted refinancing Indebtedness under Section 8.03(l) in respect thereof and/or any Permitted Refinancing thereof), in each case so long as such Liens are, to the extent secured on a *pari passu* basis with the Obligations, subject to a Parity Intercreditor Agreement or, to the extent secured on a junior lien basis with the Obligations, subject to a Junior Intercreditor Agreement, in each case, on terms that are reasonably satisfactory to the Administrative Agent; and

(gg) Liens on the Collateral securing the Senior Secured 2029 Notes that are subject to the Parity Intercreditor Agreement.

8.02 Investments.

Make or permit to exist any Investments, except:

(a) cash and Cash Equivalents of or to be owned by the Borrower or a Subsidiary;

(b) Investments existing on, contractually committed or announced but unconsummated as of, the Closing Date and set forth on Schedule 8.02(b) and any extensions, renewals or reinvestments thereof, so long as the aggregate amount of any Investment pursuant to this clause (b) is not increased at any time above the amount of such Investment existing on the Closing Date, unless such increase is permitted by any clause of this Section 8.02 (other than by this clause (b)), in which case the capacity of such other clause shall be reduced by such increase;

(c) Loans or advances to managers, officers, directors and employees, service providers and consultants of Holdings, the Borrower and their respective Subsidiaries (i) made for travel, entertainment, compensation, relocation and other ordinary business purposes, or (ii) in connection with such Person's purchase of Capital Stock of Holdings or any direct or indirect parent thereof or to permit the payment of Taxes with respect thereto; *provided that* to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Capital Stock under the foregoing clauses (i) and (ii) shall be contributed to the Borrower in cash as common equity in an aggregate amount not to exceed [*figure redacted*] at any time outstanding or, to the extent not used as part of or to increase the Cumulative Credit, in connection with such person's purchase of equity of Holdings or any direct or indirect parent thereof or (iii) for any other purposes not described in the foregoing clauses (i) and (ii); *provided that* the aggregate principal amount outstanding at any time under this clause (iii) shall not exceed [*figure redacted*];

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers, clients, developers or purchasers or sellers of goods or services made in the ordinary course of business;

(e) Investments (i) by the Borrower or any Subsidiary in any Credit Party (other than Holdings); *provided that* all such Indebtedness of any Credit Party owed to any Subsidiary that is not a Credit Party shall be unsecured and subordinated to the Obligations pursuant to subordination terms reasonably satisfactory to the Administrative Agent, (ii) by any Restricted Subsidiary that is not a Credit Party in any other Restricted Subsidiary that is not a Credit Party and (iii) by the Borrower and any other Credit Party in Restricted Subsidiaries that are not Credit Parties (and, in the case of a Permitted Acquisition, in Persons that become Subsidiaries that are not Credit Parties upon consummation of such Permitted Acquisition) in an aggregate amount at any time not to exceed the greater of [*figure redacted*] and [*percentage redacted*] of LTM Consolidated EBITDA at such time;

(f) Support Obligations incurred pursuant to Section 8.03;

(g) Investments comprised of Permitted Acquisitions;

(h) Investments at any time outstanding in an aggregate amount not to exceed (i) (A) the greater of [*figure redacted*] and [*percentage redacted*] of LTM Consolidated EBITDA at such time determined at the time the Investment was made (in each case, net of any return in respect thereof, including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) *plus* (B) at the election of the Borrower, the amount of Restricted Payments then permitted to be made in reliance on Section 8.06(h) (it being understood that any amount utilized under this clause (B) to make Investments shall result in a reduction in availability under Section 8.06(h)) plus (C) at the election of the Borrower, the amount of Restricted Debt Payments then permitted to be made in reliance on Section 8.10(a)(iv)(A)(I) (it being understood that any amount utilized under this clause (C) to make Investments shall result in a reduction in availability under Section 8.10(a)(iv)(A)(I)) *plus* (ii) so long as no Specified Event of Default shall have occurred and be continuing or exist after giving effect thereto, the amount of the Cumulative Credit at such time; *provided that* if any Investment is made pursuant to this Section 8.02(h) in any Person that is not a Credit Party and such Person thereafter becomes a Credit Party, such Investment shall thereafter be deemed to have been made pursuant to Section 8.02(e)(i);

(i) Investments representing promissory notes, securities and other non-cash consideration received in connection with any Subject Disposition permitted pursuant to Section 8.05;

(j) Investments in Unrestricted Subsidiaries and/or joint ventures in an aggregate amount not to exceed the greater of [*figure redacted*] and [*percentage redacted*] of LTM Consolidated EBITDA at any time outstanding; *provided that* if any Investment made pursuant to this Section 8.02(j) is in Capital Stock of a Person that subsequently becomes a Credit Party, such Investment shall thereafter deemed permitted under Section 8.02(e)(i) and shall not be included as having been made pursuant to this Section 8.02(j);

(k) Swap Contracts and Cash Management Services allowed by Sections 8.03(d) and 8.03(w) respectively;

(l) Investments resulting from pledges and deposits under Section 8.01(f), (n), (t) or (u);

(m) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(n) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Borrower as a result of a foreclosure by the Borrower or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(o) loans or advances or other similar transactions with customers, distributors, clients, developers, promoters, managers, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business, regardless of frequency;

(p) Investments to the extent consisting of the redemption, purchase, repurchase or retirement of any common Capital Stock permitted under Section 8.06;

(q) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Borrower or such Subsidiary;

(r) (A) guarantees by the Borrower or any Subsidiary of operating leases or of other obligations that do not constitute Indebtedness, in each case entered into by the Borrower or any Subsidiary in the ordinary course of business and (B) Investments consisting of guarantees permitted by Section 8.03;

(s) Investments consisting of the non-exclusive licensing of Intellectual Property pursuant to joint marketing arrangements with other Persons otherwise permitted hereunder;

(t) Investments made in connection with or consisting of a Permitted Reorganization or a [*redacted*];

(u) (i) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts and loans or advances made to distributors and suppliers in the ordinary course of business and (ii) Investments to the extent that payment for such Investments is made solely with Capital Stock of the Borrower (or any direct or indirect parent of the Borrower);

(v) Investments received in exchange for the making of Restricted Payments under Section 8.06(b);

(w) any payments in connection with a Permitted Bond Hedge Transaction;

(x) Investments of a Subsidiary acquired after the Closing Date or of a corporation merged or amalgamated or consolidated into the Borrower or merged, amalgamated or consolidated with a Subsidiary in accordance with Section 8.04 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(y) [reserved];

(z) Investments funded with Excluded Contributions;

(aa) Investments in deposit accounts, securities accounts and commodities accounts maintained by the Borrower or such Subsidiary, so long as such accounts are used only to maintain Cash and Cash Equivalents;

(bb) Investments made by a Subsidiary that is not a Guarantor using cash from operations of such Subsidiary;

(cc) Investments consisting of advances in respect of transfer pricing and cost-sharing arrangements (i.e. “cost plus” arrangements) that are in the ordinary course of business;

(dd) Investments consisting of cash earnest money deposits and other funds held in escrow in connection with a Permitted Acquisition or other Investment permitted hereunder; and

(ee) Loans repurchased by the Borrower or a Subsidiary, or purchased by Holdings and contributed to the Borrower or a Subsidiary, pursuant to and in accordance with Section 2.06(b) or Section 11.06(j), so long as such Loans are immediately cancelled; and (ff) other Investments; *provided that* at the time of making such Investments, (x) no Event of Default shall have occurred and be continuing or would result therefrom and (y) on a pro forma basis, the Consolidated Total Net Leverage Ratio is equal to or less than [*ratio redacted*].

To the extent an Investment is permitted to be made by a Credit Party directly in any Subsidiary or any other Person who is not a Credit Party (each such person, a "Target Person") under any provision of this Section 8.02, such Investment may be made by advance, contribution or distribution by a Credit Party to a Subsidiary or Holdings, and further contemporaneously advanced or contributed to a Subsidiary for purposes of making the relevant Investment in the Target Person without constituting an Investment for purposes of Section 8.02 (it being understood that such Investment must satisfy the requirements of, and shall count towards any thresholds in, a provision of this Section 8.02 as if made by the applicable Credit Party directly to the Target Person).

Notwithstanding anything to the contrary, neither the Borrower nor any Restricted Subsidiary may transfer, assign or exclusively license any Material Intellectual Property to Holdings or any Subsidiary that is not a Credit Party (other than in connection with a [*redacted*]); *provided that* this sentence shall not restrict a sale or transfer in the form of a non-exclusive license or an exclusive license entered into for legitimate business purposes (other than in connection with a liability management transaction or for the incurrence of Indebtedness) that is entered into to effect a bona fide joint venture with a third party that is not an Affiliate of the Borrower.

Notwithstanding anything contrary in this Credit Agreement (other than in connection with a [*redacted*]), in no event shall (x) the aggregate amount of any transfers (including any Investments (including by virtue of the designation of a Restricted Subsidiary as an Unrestricted Subsidiary), Dispositions or Restricted Payments) made by the Borrower and/or Restricted Subsidiaries to Unrestricted Subsidiaries and their respective Subsidiaries exceed the aggregate amount expressly permitted by Section 8.02(j) above (without given effect to any reallocation or reclassification) and (y) any Investments made by the Borrower and/or Restricted Subsidiaries to Unrestricted Subsidiaries and their respective Subsidiaries be made pursuant to an Investment basket other than Section 8.02(j) above (without given effect to any reallocation or reclassification).

8.03 Indebtedness.

Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness existing or arising under this Credit Agreement and the other Credit Documents;

(b) Indebtedness existing on the Closing Date and set forth on Schedule 8.03 and any permitted refinancing Indebtedness in respect thereof in accordance with Section 8.03(l); *provided that* all such Indebtedness of any Credit Party owed to any Subsidiary that is not a Credit Party shall be unsecured and subordinated to the Obligations pursuant to the Global Intercompany Note.

(c) (i) Attributable Indebtedness consisting of capital lease obligations and purchase money Indebtedness (including obligations in respect of capital leases) to finance the purchase, acquisition, construction, development, enlargement, repair or improvement of fixed or capital assets, at any time outstanding and (ii) Attributable Indebtedness arising out of any permitted Sale and Leaseback Transaction (when aggregated with the aggregate amount of permitted refinancing Indebtedness outstanding at such time pursuant to Section 8.03(l) in respect of Indebtedness incurred pursuant to this Section 8.03(c)(i) and (ii)) not to exceed the greater of [*figure redacted*] and [*ratio redacted*] of [*term redacted*]; *provided that* such Indebtedness when incurred shall not exceed the purchase price of the asset(s) financed;

(d) obligations under Swap Contracts permitted by Section 8.15;

(e) unsecured intercompany Indebtedness among members of the Consolidated Group to the extent permitted by Section 8.02(e) or (h) or incurred in connection with a Permitted Reorganization or a [*redacted*];

(f) Indebtedness of the Borrower or any Restricted Subsidiary in an unlimited amount (including to finance any Permitted Acquisition or Investment permitted hereunder and earn-out obligations, Indebtedness incurred to finance the payment thereof and seller notes incurred in connection therewith), so long as (I) if such Indebtedness is secured by a Lien on the Collateral that is pari passu with the Liens securing the Obligations, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than [*ratio redacted*], (II) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Liens securing the Obligations, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than [*ratio redacted*], or (III) if such Indebtedness is unsecured or secured by assets that do not constitute Collateral, either (i) the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than [*ratio redacted*] or (ii) the Consolidated Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period is no less than [*ratio redacted*]; *provided that* with respect to all Indebtedness incurred under this clause (f), (1) except in connection with a Limited Condition Acquisition (in which case no Specified Event of Default shall have occurred and is continuing or would result therefrom), no Event of Default has occurred and is continuing or would result from the incurrence thereof at such time, (2) such Indebtedness has a stated maturity no earlier than the Term B Loans and has a Weighted Average Life to Maturity that is no shorter than the Term B Loans (other than, with respect to maturity, customary extension rollover provisions (including by conversion or exchange) for bridge facilities, in which case, such maturity may be earlier than that of the Term B Loans if such maturity is automatically extended upon the initial maturity date to a date not earlier than the maturity date of the Term B Loans), (3) such Indebtedness does not have prepayment or redemption events that are less favorable to the Borrower and its Subsidiaries than those relating to the Term B Loans, except, to the extent such Indebtedness consists of Convertible Indebtedness, for change of control and other events that are typical for that type of Indebtedness (other than a scheduled "put" date prior to the maturity of the Term B Loans), (4) such Indebtedness has other terms that are, in the case of this clause (v), taken as a whole, not materially less favorable to the Borrower and its Subsidiaries than the terms of this Credit Agreement, as determined in good faith by the Borrower (other than pricing, rate floors, discounts, fees, premiums and optional prepayment or redemption provisions and any provisions customary for convertible bonds); *provided that* such Indebtedness may benefit from guarantees from the Guarantors on the same basis as the Borrower has issued such Indebtedness, (5) to the extent such Indebtedness is secured by a Lien on the Collateral, the beneficiaries thereof (or an agent on their behalf) shall have entered into an Intercreditor Agreement and (6) other than any applicable bridge facility described above, if such Indebtedness is in the form of a Term B Loan that is secured by the Collateral on a *pari passu* basis with the Secured Obligations, it shall be subject to any MFN Adjustment that would apply if such Indebtedness was incurred as an Incremental Term Loan secured by the Collateral on a pari passu basis with the Secured Obligations pursuant to Section 2.14(c)(v), and in each case any permitted refinancing Indebtedness in respect thereof in accordance with Section 8.03(l);

(g) Indebtedness incurred by Subsidiaries that are not Credit Parties and guarantees thereof by other Subsidiaries that are not Credit Parties, without duplication, in an aggregate principal amount for all such Persons at any time outstanding not to exceed the greater of (i) [*figure redacted*] and (ii) [*percentage redacted*] of LTM Consolidated EBITDA at such time, determined as of the date of incurrence;

(h) Indebtedness of the Borrower or any Subsidiary acquired or assumed pursuant to a Permitted Acquisition or other similar Investment permitted hereunder; *provided that* (A) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, such Permitted Acquisition and (B) the obligors with respect to such Indebtedness are limited to the Persons acquired in such Permitted Acquisition or Investment, and any permitted refinancing Indebtedness in respect thereof in accordance with Section 8.03(l);

(i) Indebtedness arising under any performance or surety bond, completion bond or similar obligation entered into in the ordinary course of business consistent with past practice;

(j) other Indebtedness of the Borrower and its Subsidiaries (and guarantees thereof, without duplication) in an aggregate principal amount at any time outstanding not to exceed the greater of (i) [*figure redacted*] and (ii) [*percentage redacted*] of LTM Consolidated EBITDA at such time;

(k) Indebtedness constituting advances of payroll payments to employees in the ordinary course of business;

(l) any refinancing of Indebtedness incurred or outstanding pursuant to Section 8.03(b), (c), (f), (h), (k), (z), (bb) or (cc) so long as (i) if the Indebtedness being refinanced is Subordinated Debt, then such refinancing Indebtedness shall be at least as subordinated in right of payment and otherwise to the Obligations as the Indebtedness being refinanced, (ii) unless permitted pursuant to another clause of this Section 8.03 (and reducing availability under such other clause), the principal amount of the refinancing Indebtedness is not greater than the principal amount of the Indebtedness being refinanced, together with any premium paid, and accrued interest thereon and reasonable fees in connection therewith and reasonable costs and expenses incurred in connection therewith, (iii) the final maturity and Weighted Average Life to Maturity of the refinancing Indebtedness is not earlier or shorter, as the case may be, than the Indebtedness being refinanced; *provided that* in the case of a refinancing of Indebtedness incurred or outstanding pursuant to Section 8.03(cc) the final maturity and Weighted Average Life to Maturity of the refinancing Indebtedness is not earlier or shorter, as the case may be, than that of the Term B Loans, (iv) no Subsidiary (other than a Credit Party) that is not an obligor with respect the Indebtedness to be refinanced shall be an obligor with respect to the refinancing Indebtedness and (v) other than with respect to a refinancing of Convertible Indebtedness, in the case of this clause (v), the material terms (other than as to interest rate, which shall be on then-market terms, or as otherwise specified in any of clauses (i) through (iv) of this clause (l)) of the refinancing Indebtedness taken as a whole are at least as favorable to the Consolidated Group and the Lenders as under the Indebtedness being refinanced;

(m) overdrafts paid within ten (10) Business Days;

(n) Indebtedness in respect of commercial letters of credit, warehouse receipts or similar instruments issued to support performance obligations (other than obligations in respect of Indebtedness) in the ordinary course of business;

(o) Indebtedness supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit;

(p) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(q) Indebtedness representing deferred compensation to employees of the Borrower or any Subsidiary incurred in the ordinary course of business;

(r) Indebtedness consisting of promissory notes issued by the Borrower to current or former officers, directors and employees, their respective estates, spouses or former spouses issued in exchange for the purchase or redemption by the Borrower or any direct or indirect parent of the Borrower of Qualified Capital Stock of the Borrower or any direct or indirect parent of the Borrower permitted by Section 8.06(j); *provided that* (a) the Borrower shall be able to make a Restricted Payment pursuant to Section 8.06(j) in an amount equal to the principal amount of each such note at the time such note is issued, and an amount equal to the principal amount of each such note shall reduce the amount of Restricted Payments able to be made under Section 8.06(j) and (b) the Borrower shall be able to make a Restricted Payment pursuant to Section 8.06(j) in the amount of any other payment on each such note at the time such payment is made, and each such payment shall reduce the Restricted Payments available to be able to be made under Section 8.06(j);

(s) Indebtedness consisting of obligations of the Borrower or any Subsidiary under deferred compensation, indemnification, adjustment of purchase or acquisition price or other similar arrangements incurred by such Person in connection with the Transactions and Permitted Acquisitions or any other Investment expressly permitted hereunder;

(t) all premium (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (s) above and clauses (w) through (aa) below;

(u) letters of credit and bank guarantees in an aggregate face amount at any time outstanding not to exceed the greater of [*figure redacted*] and [*percentage redacted*] of LTM Consolidated EBITDA, in each case, determined as of the date of incurrence consisting of (i) letters of credit or bank guarantees issued or provided in currencies not available hereunder or (ii) documentary or commercial letters of credit or bank guarantees not issued or available hereunder;

(v) [reserved];

(w) (i) Secured Cash Management Obligations, (ii) other Indebtedness in respect of Cash Management Services and similar arrangements in the ordinary course of business and any Guarantees thereof, (iii) Indebtedness resulting from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business and solely with respect to each incurrence pursuant to this clause (iii), so long as such Indebtedness is extinguished within 10 Business Days of its incurrence, and (iv) endorsement of instruments or other payment items for deposit in the ordinary course of business;

(x) Support Obligations by any member of the Consolidated Group in respect of Indebtedness incurred under clauses (a) through (w) of this Section 8.03, solely to the extent such member of the Consolidated Group would have itself been able to originally incur such Indebtedness;

(y) unsecured Indebtedness in an amount equal to the lesser of [*percentage redacted*] of the net cash proceeds received by Holdings (or any direct or indirect parent thereof) since immediately after the Closing Date from the issuance or sale of Capital Stock of Holdings (or any direct or indirect parent thereof) or cash contributed to the capital of Holdings (or any direct or indirect parent thereof) (in each case, other than proceeds of Capital Stock or sales of Capital Stock to Holdings (or any direct or indirect parent thereof) or any of its Subsidiaries) to the extent such net cash proceeds or cash have been contributed to the Borrower and have not been applied pursuant to Section 8.02(aa), 8.06(i) or 8.10(a)(v), do not build the Cumulative Credit and do not constitute Excluded Contributions or Cure Amounts;

(z) obligations in respect of Disqualified Capital Stock (x) issued to and held by the Borrower, Holdings or any Subsidiary (to the extent permitted by Section 8.02) or (y) in an amount not to exceed the greater of [*figure and percentage redacted*] of LTM Consolidated EBITDA, in each case, determined as of the date of incurrence, and any permitted refinancing Indebtedness in respect thereof in accordance with Section 8.03(l); and

(aa) Indebtedness under Refinancing Notes/Loans;

(bb) Incremental Equivalent Debt in an aggregate principal amount not to exceed, for all the Incremental Equivalent Debt incurred after the Closing Date, the sum of (i) the Incremental Base Amount, plus amounts referred to in Section 2.14(a)(i)(y) *minus* the aggregate principal amount of Incremental Loan Facilities incurred pursuant to Section 2.14(a)(i)(x) or (y), plus (ii) the aggregate principal amount of voluntary prepayments of the Term B Loans pursuant to Section 2.06(a) and permanent reductions in the Revolving Commitments pursuant to Section 2.07 made prior to the date of such incurrence, in each case, other than from proceeds of long-term Indebtedness, *plus* (iii) an additional amount of secured Incremental Equivalent Debt if, after giving Pro Forma Effect to the incurrence of such additional amount as of the last day of the most recently ended fiscal quarter at the end of which financial statements were required to have been delivered pursuant to Section 7.01(a) or (b) (or, prior to such first required delivery date for such financial statements pursuant to either such Section, as of the last day of the most recent period referred to in the second sentence of Section 6.05) as if any Indebtedness had been outstanding on the date of such incurrence on the last day of such period, and calculated excluding any cash constituting proceeds of any Incremental Equivalent Debt, (I) in the case of any Incremental Equivalent Debt secured by liens on the Collateral that rank pari passu with the Liens on the Collateral securing the Loans, the Borrower's Consolidated First Lien Net Leverage Ratio would not exceed [*ratio redacted*] (or, in the case of any Incremental Equivalent Debt incurred in connection with a Permitted Acquisition or other permitted Investment, if greater, the Consolidated First Lien Net Leverage Ratio immediately prior to such transaction), (II) in the case of any Incremental Equivalent Debt secured by Liens on the Collateral on a junior basis to the Loans, the Borrower's Consolidated Secured Net Leverage Ratio does not exceed [*ratio redacted*] (or, in the case of any Incremental Equivalent Debt incurred in connection with a Permitted Acquisition or other permitted Investment, if greater, the Consolidated Secured Net Leverage Ratio immediately prior to such transaction) or (III) in the case of any Incremental Equivalent Debt that is unsecured, either (A) the Borrower's Consolidated Total Net Leverage Ratio does not exceed [*ratio redacted*] (or, in the case of any Incremental Equivalent Debt incurred in connection with a Permitted Acquisition or other permitted Investment, if greater, the Consolidated Total Net Leverage Ratio immediately prior to such transaction) or (B) the Borrower's Consolidated Fixed Charge Coverage Ratio would not be less than [*ratio redacted*] (or, in the case of any Incremental Equivalent Debt incurred in connection with a Permitted Acquisition or other permitted Investment, if lesser, the Consolidated Fixed Charge Coverage Ratio immediately prior to such transaction); *provided that* in each case, the maximum amount of Incremental Equivalent Debt available to be incurred is determined without giving effect to any incurrence under the Incremental Base Amount that is incurred substantially simultaneously with amounts under this clause (ii); *provided, further, that* the Borrower shall be deemed to have utilized the amounts under clause (ii) prior to utilization of the amounts under clause (i); *provided, further, that* if such Indebtedness is in the form of a Term B Loan that is secured by the Collateral on a *pari passu* basis with the Secured Obligations, it shall be subject to any MFN Adjustment that would apply if such Indebtedness was incurred as an Incremental Term Loan secured by the Collateral on a pari passu basis with the Secured Obligations pursuant to Section 2.14(c), and in each case any permitted refinancing Indebtedness in respect thereof in accordance with Section 8.03(l); and

(cc) Indebtedness incurred pursuant to the Senior Secured 2029 Notes in an aggregate principal amount not to exceed [*figure redacted*] plus all accrued interest, fees, expenses and other non-principal Senior Secured 2029 Notes Obligations with respect thereto, and any permitted refinancing Indebtedness in respect thereof in accordance with Section 8.03(l).

For purposes of determining compliance with this Section 8.03, (A) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 8.03(a) through (bb) but may be permitted in part under any relevant combination thereof, (B) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in this Section 8.03(a) through (bb), the Borrower may, in its sole discretion, classify, reclassify or divide such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 8.03 and will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof); *provided that* (i) all Indebtedness outstanding under the Credit Documents will be deemed to have been incurred in reliance only on the exception in clause (a) of this Section 8.03, (ii) the Senior Secured 2029 Notes will be deemed to have been incurred in reliance only on the exception in clause (cc) of this Section 8.03 (and any refinancing thereof pursuant to Section 8.03(l) shall only be incurred pursuant to Section 8.03(l)), and (iii) Indebtedness incurred pursuant to Section 8.03(cc) shall only be deemed to have been incurred under Section 8.03(cc).

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

Interest (including post-petition interest), the accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and premiums (if any), fees, expenses, charges and additional or contingent interest on obligations shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.03. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with IASB IFRS.

8.04 Mergers and Dissolutions.

Merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (other than as part of the Transactions), except that:

(a) any Subsidiary may merge, amalgamate or consolidate with (i) the Borrower (including a merger or amalgamation, the purpose of which is to reorganize the Borrower into a new jurisdiction, so long as such new jurisdiction is Canada or any province thereof, the United States, any province or state thereof, the District of Columbia or any territory thereof, the United Kingdom or Australia); *provided that* the Borrower shall be the continuing or surviving Person, or (ii) one or more other Subsidiaries; *provided* *that* when any Person that is a Credit Party is merging or amalgamating with a Subsidiary, (i) a Credit Party shall be the continuing or surviving Person or (ii) such surviving Person shall become a Credit Party and comply with Sections 7.12, 7.13 and 7.14 substantially concurrently with such transaction (except as expressly provided in such Sections);

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

(c) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Subsidiary; *provided that* if the transferor in such a transaction is a Guarantor, then (i) the transferee must be a Guarantor or the Borrower or (ii) to the extent constituting an Investment, such Investment must be a permitted Investment in or Indebtedness of a Subsidiary which is not a Credit Party in accordance with Sections 8.02 (other than 8.02(e)(i)) and 8.03, respectively;

(d) so long as no Event of Default has occurred and is continuing or would result therefrom, the Borrower may merge, amalgamate or consolidate with any other Person; *provided that* (i) the Borrower shall be the continuing or surviving corporation or (ii) if the Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (any such Person, the "Successor Company"), (A) the Successor Company shall be an entity organized or existing under the Laws of Canada, the United States, any province or state thereof, the District of Columbia or any territory thereof, the United Kingdom or Australia, (B) the Successor Company shall expressly assume all the obligations of the Borrower under this Credit Agreement and the other Credit Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Collateral Agent, (C) each Guarantor, unless it is the other party to such merger, amalgamation or consolidation, shall have confirmed that its Guarantee shall apply to the Successor Company's obligations under the Credit Documents, (D) each Guarantor, unless it is the other party to such merger, amalgamation or consolidation, shall have by a supplement to the Security Agreements and other applicable Collateral Documents confirmed that its obligations thereunder shall apply to the Successor Company's obligations under the Credit Documents, and (E) the Borrower shall have delivered to the Collateral Agent an officer's certificate stating that such merger, amalgamation or consolidation and such supplement to this Credit Agreement or any Collateral Document comply with this Credit Agreement and customary legal opinions reasonably satisfactory to the Collateral Agent; *provided, further, that* if the foregoing are satisfied, the Successor Company will succeed to, and be substituted for, the Borrower under this Credit Agreement;

(e) any Subsidiary may merge, amalgamate or consolidate with any other Person in order to effect an Investment permitted pursuant to Section 8.02; *provided that* the continuing or surviving Person shall be a Subsidiary of the Borrower, which together with each of its Subsidiaries, shall have complied with the requirements of Sections 7.12, 7.13 and 7.14 to the extent required pursuant to the Collateral and Guarantee Requirement;

(f) the Borrower and its Subsidiaries may consummate the Transactions and any Permitted Reorganization or a [*redacted*];

(g) the Borrower and its Subsidiaries may consummate a merger, amalgamation, dissolution, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 8.05 or a Restricted Payment permitted pursuant to Section 8.06; and

(h) Dormant Subsidiary Liquidations shall be permitted.

8.05 Dispositions.

Make any Subject Disposition, unless (i) in the case of a Subject Disposition for a purchase price in excess of the greater of [*figure and percentage redacted*] of [*term redacted*] only, at least [*percentage redacted*] of the consideration received from each such Subject Disposition is Cash and Cash Equivalents; *provided that* for the purposes of this clause (i), the following shall be deemed to be cash: (A) any liabilities (as shown on the Borrower or such Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrower or such Subsidiary (other than liabilities that are by their terms subordinated to the Obligations) that are assumed by the transferee with respect to the applicable Disposition, (B) any securities received by the Borrower or such Subsidiary from such transferee that are converted by the Borrower or such Subsidiary into Cash and Cash Equivalents (to the extent of the Cash and Cash Equivalents received in the conversion) within 180 days following the closing of the applicable Subject Disposition and (C) any Designated Non-Cash Consideration in respect of such Subject Disposition having an aggregate fair market value, taken together with the Designated Non-Cash Consideration in respect of all other Subject Dispositions, not in excess of [*figure redacted*] (with the fair market value of each item of Designated Non-Cash Consideration being measured as of the time received) and (ii) such Subject Disposition is made at fair market value as determined by the Borrower in good faith.

Notwithstanding anything to the contrary, neither the Borrower nor any Restricted Subsidiary may transfer, assign or exclusively license any Material Intellectual Property to Holdings or any Subsidiary that is not a Credit Party (other than in connection with a [*redacted*]); *provided that* this sentence shall not restrict a sale or transfer in the form of a non-exclusive license or an exclusive license entered into for legitimate business purposes (other than in connection with a liability management transaction or for the incurrence of Indebtedness) that is entered into to effect a bona fide joint venture with a third party that is not an Affiliate of the Borrower.

Notwithstanding anything contrary in this Credit Agreement (other than in connection with a [*redacted*]), in no event shall (x) the aggregate amount of any transfers (including any Investments (including by virtue of the designation of a Restricted Subsidiary as an Unrestricted Subsidiary), Dispositions or Restricted Payments) made by the Borrower and/or Restricted Subsidiaries to Unrestricted Subsidiaries and their respective Subsidiaries exceed the aggregate amount expressly permitted by Section 8.02(j) (without given effect to any reallocation or reclassification) and (y) any Investments made by the Borrower and/or Restricted Subsidiaries to Unrestricted Subsidiaries and their respective Subsidiaries be made pursuant to an Investment basket other than Section 8.02(j) (without given effect to any reallocation or reclassification).

To the extent any Collateral is Disposed of as permitted by this Section 8.05 to any Person other than a Credit Party, such Collateral shall be sold free and clear of the Liens created by the Credit Documents, and the Administrative Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

Upon the sale, lease, transfer or other disposition of any item of Collateral of any Credit Party (including, without limitation, as a result of the sale, in accordance with the terms of the Credit Documents, of a Guarantor that owns such Collateral but excluding Dispositions among Credit Parties) in accordance with the terms of the Credit Documents, the security interest created in such item of Collateral under the

Collateral Documents shall be automatically released and the Collateral Agent will, at the Borrower's expense, execute and deliver to such Credit Party such documents as such Credit Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents in accordance with the terms of the Credit Documents and, if applicable, the release of such Guarantor from its obligations under the Collateral Documents.

8.06 Restricted Payments.

Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Restricted Subsidiary may make Restricted Payments to the Borrower or any Wholly Owned Subsidiary that is a Restricted Subsidiary, or in the case of a Restricted Subsidiary that is not a Wholly Owned Subsidiary, to each equity holder of such Subsidiary on a pro rata basis (or on more favorable terms from the perspective of the Borrower and its Wholly Owned Subsidiaries) based on their relative ownership interests, as required by such non-Wholly Owned Subsidiary's organizational agreements or stockholders' agreements, or, solely to the extent required by law and involving de minimis amounts, on a non-pro rata basis to such equity holders;

(b) the Borrower and each Restricted Subsidiary may declare and make dividend payments or other Restricted Payments payable solely in the Capital Stock (other than Disqualified Capital Stock not otherwise permitted by Section 8.03) of such Person to (i) in the case of the Borrower, Holdings, and in every case the Borrower and other Restricted Subsidiaries of the Borrower and (ii) in addition to the Restricted Payments described in clause (i), in the case of a Restricted Payment by a non-wholly owned Subsidiary, to each other owner of Capital Stock of such Subsidiary (based on such other owner's relative ownership interests of the relevant class of Capital Stock);

(c) Restricted Payments to purchase Capital Stock of (A) any Person listed on Schedule 8.06(b) or (B) any other Person that becomes a Guarantor upon such purchase, that in each case is not held by (i) the Borrower, (ii) any Subsidiary or (iii) an Affiliate of the Borrower or any of its Subsidiaries; *provided that* after giving effect thereto such Person becomes or continues to be a Subsidiary of the Borrower;

(d) Restricted Payments made (i) on the Closing Date to consummate the Transactions, if any, (ii) in respect of working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other permitted acquisitions or permitted Investments; *provided that* the aggregate amount of Restricted Payments made in respect of working capital adjustments or purchase price adjustments pursuant to any such transactions shall not exceed [*figure redacted*], (iii) in order to satisfy indemnity and other similar obligations under any Permitted Acquisition or other permitted Investments, (iv) to holders of Capital Stock of the Borrower or Holdings (immediately prior to giving effect to the Transactions) in connection with, or as a result of, their exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, in each case, with respect to the Transactions, any Permitted Acquisition or other permitted Investments, and (v) Restricted Payments consisting of a Permitted Reorganization or a [*redacted*];

(e) any refinancing permitted pursuant to Section 8.03(l) shall be permitted;

(f) any Investment permitted or not prohibited by Section 8.02 shall be permitted;

(g) other Restricted Payments; *provided that* at the time of making such Restricted Payments, (x) no Event of Default shall have occurred and be continuing or would result therefrom and (y) on a Pro Forma Basis, the Consolidated Total Net Leverage Ratio is equal to or less than [*ratio redacted*];

(h) the Borrower may make Restricted Payments at any time in an aggregate amount not to exceed the greater of (i) [*figure redacted*] and (ii) [*percentage redacted*] of [*term redacted*] at such time *plus* if after giving effect to such Restricted Payments (A) solely with respect to any Restricted Payment made in reliance on clause (b) of the definition of "Cumulative Credit", as of the last day of the most recently ended fiscal quarter at the end of which financial statements were required to have been delivered pursuant to Section 7.01(a) or (b) (or, prior to such first required delivery date for such financial statements pursuant to either such Section, as of the last day of the most recent period referred to in the second sentence of Section 6.05), the Consolidated Total Net Leverage Ratio would not be in excess of [*ratio redacted*] and (B) no Specified Event of Default shall have occurred and be continuing or exist after giving effect thereto, the amount of the Cumulative Credit at such time;

(i) Restricted Payments in the amount of any Excluded Contribution;

(j) the Borrower and each Restricted Subsidiary may (i) pay (or make Restricted Payments to allow Holdings or any other direct or indirect parent thereof to pay) for the repurchase, retirement or other acquisition or retirement for value of Capital Stock of such Subsidiary (or of the Borrower or any other such direct or indirect parent thereof) held by any future, present or former manager, officer, director, consultant, advisor, service provider or employee (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of such Subsidiary (or the Borrower or any other direct or indirect parent thereof) or (ii) make Restricted Payments in the form of distributions to allow Holdings or any direct or indirect parent of Holdings to pay principal or interest on promissory notes that were issued to any future, present or former manager, officer, director, consultant or employee (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of such Subsidiary (or the Borrower or any other direct or indirect parent thereof) in lieu of cash payments for the repurchase, retirement or other acquisition or retirement for value of such Capital Stock held by such Persons, in each case, upon the death, disability, retirement or termination of employment of any such Person or pursuant to any employee, manager or director equity plan, employee, manager or director stock option plan or any other employee, manager or director benefit plan or any agreement (including any stock subscription or shareholder agreement) with any manager, officer, director, consultant, advisor, service provider or employee of such Subsidiary (or the Borrower or any other direct or indirect parent thereof) or any of its Subsidiaries; *provided that* (I) both before and after giving effect to any such payment, no Event of Default exists or would occur as a result thereof and (II) the aggregate amount of Restricted Payments made pursuant to this Section 8.06(j) shall not exceed the greater of (x) [*figure redacted*] and (y) [*percentage redacted*] of [*term redacted*]; *provided, further, that* cancellation of Indebtedness owing to the Borrower (or any direct or indirect parent thereof) or any of its Subsidiaries from members of management of the Borrower, any of the Borrower's direct or indirect parent companies or any of the Borrower's Restricted Subsidiaries in connection with a repurchase of Capital Stock of any of the Borrower's direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of this Credit Agreement;

(k) Restricted Payments in an amount not to exceed [*percentage redacted*] per annum of the Market Capitalization of Holdings or such direct or indirect parent in order to finance the payment by Holdings or its direct or indirect parent of dividends on its common Capital Stock;

(l) any Restricted Payment, if applicable:

(i) in amounts required for Holdings to pay fees and expenses incurred in connection with its reporting obligations under, or in connection with compliance with, applicable laws or applicable rules of any governmental, regulatory or self-regulatory body or stock exchange, this Credit Agreement, the Convertible 2028 Notes Indenture, the Senior Secured 2029 Notes Indenture or any other agreement or instrument relating to Indebtedness of Holdings, the Borrower or any

Restricted Subsidiary, including in respect of any reports filed with respect to the Securities Laws or the respective rules and regulations promulgated thereunder;

(ii) in amounts required for any parent company to pay fees and expenses (including franchise or similar Taxes) required to maintain its corporate existence, including payment of listing fees, insurance premiums and other costs and expenses attributable to being a publicly traded company which are reasonable and customary, customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers and employees of any parent company and general corporate operating and overhead expenses of any parent company, in each case, to the extent such fees and expenses are attributable to the ownership or operation of the Borrower, if applicable, and its Subsidiaries;

(iii) in amounts required for any parent company to pay indemnification obligations owed by any such parent company to directors, officers, employees or other Persons under its charter or bylaws or pursuant to written agreements with or for the benefit of any such Person, or obligations in respect of director and officer insurance (including premiums therefor);

(iv) in amounts required for any parent company to pay other administrative and operational expenses of any such Parent incurred in the ordinary course of business, including fees and expenses incurred by any such parent company in connection with maintenance and implementation of any management equity incentive plan;

(v) in amounts required for any parent company, if applicable, to pay interest and/or principal on Indebtedness the proceeds of which have been contributed to the Borrower or any Restricted Subsidiary and that has been guaranteed by, or is otherwise considered Indebtedness of, the Borrower incurred in accordance with Section 8.03; and

(vi) in amounts required for any parent company to pay fees and expenses related to any equity or debt offering of such parent company (whether or not successful);

(m) to the extent not used as part of or increasing the Cumulative Credit, the Borrower may purchase, redeem or otherwise acquire shares of its common Capital Stock with the proceeds received from the substantially concurrent issue of new shares of its common Capital Stock or the common Capital Stock of any direct or indirect parent;

(n) the members of the Consolidated Group may prepay or repay intercompany Indebtedness otherwise permitted hereunder owed to other members of the Consolidated Group;

(o) repurchases of Capital Stock deemed to occur upon the "cashless exercise" of stock options or warrants, cashless tax withholding, stock appreciation rights or upon the vesting of restricted stock or restricted stock units if such Capital Stock represents the exercise price of such options or warrants or represents withholding taxes due upon such exercise or vesting shall be permitted;

(p) to the extent constituting Restricted Payments, the delivery of common stock of Holdings (together with cash in lieu of any fractional share) and the making of cash payments in connection with any conversion of Convertible Notes issued as of the Closing Date in an aggregate amount not to exceed the sum of (i) the principal amount of such Convertible Notes *plus* (ii) any payments received by the Borrower or any of its Restricted Subsidiaries pursuant to the exercise, settlement or termination of any related Permitted Bond Hedge Transaction;

(q) any required payment with respect to, or required early unwind or settlement of, any Permitted Bond Hedge Transaction or Permitted Warrant Transaction, in each case, in accordance with the terms of the agreement governing such Permitted Bond Hedge Transaction or Permitted Warrant Transaction shall not constitute a Restricted Payment; *provided that* in the case of this Section 8.06(l), to the extent any consideration other than Holdings' common stock is required to be paid under a Permitted Bond Hedge Transaction (other than, for the avoidance of doubt, the required payment of premium thereunder) or a Permitted Warrant Transaction as a result of the election of "cash settlement" (or substantially equivalent term) as the "settlement method" (or substantially equivalent term) thereunder by the Borrower (or its Affiliates) (including in connection with the exercise and/or early unwind or settlement thereof), the payment of such cash shall constitute a Restricted Payment notwithstanding this clause (l) (and such Restricted Payment must be permitted pursuant to a clause of this Section 8.06 other than Section 8.06(l)); and

(r) upon receipt by the Borrower or any of its Subsidiaries of (x) any purchase price adjustment or (y) proceeds from any representation and warranty policy, the Borrower may, to the extent on a Pro Forma Basis immediately after giving effect to such distribution, the Borrower is in compliance with the Financial Covenant for the most recently ended fiscal quarter for which financial statements have been provided to the Administrative Agent (if the Financial Covenant is then being tested for such period pursuant to Section 8.11), make Restricted Payments in cash to its direct or indirect equity holders in an amount not to exceed the product of (A) such purchase price adjustment or insurance policy proceeds received multiplied by (B) the Equity Funded Percentage for the applicable Acquisition or Investment.

For the avoidance of doubt, any dividend or distribution otherwise permitted pursuant to this Section 8.06 may be in the form of a loan; *provided that* Indebtedness of a Credit Party or Subsidiary must be otherwise permitted by Section 8.03(e).

For the avoidance of doubt, this Section 8.06 shall not restrict the making of any "AHYDO catch-up payment" with respect to, and required by the terms of, any Indebtedness of the Borrower or any Subsidiary permitted to be incurred under Section 8.03 hereof.

Notwithstanding anything to the contrary, neither the Borrower nor any Restricted Subsidiary may transfer, assign or exclusively license any Material Intellectual Property to Holdings or any Subsidiary that is not a Credit Party (other than in connection with a [*redacted*]); *provided that* this sentence shall not restrict a sale or transfer in the form of a non-exclusive license or an exclusive license entered into for legitimate business purposes (other than in connection with a liability management transaction or for the incurrence of Indebtedness) that is entered into to effect a bona fide joint venture with a third party that is not an Affiliate of the Borrower.

Notwithstanding anything contrary in this Credit Agreement (other than in connection with a [*redacted*]), in no event shall (x) the aggregate amount of any transfers (including any Investments (including by virtue of the designation of a Restricted Subsidiary as an Unrestricted Subsidiary), Dispositions or Restricted Payments) made by the Borrower and/or Restricted Subsidiaries to Unrestricted Subsidiaries and their respective Subsidiaries exceed the aggregate amount expressly permitted by Section 8.02(j) (without given effect to any reallocation or reclassification) and (y) any Investments made by the Borrower and/or Restricted Subsidiaries to Unrestricted Subsidiaries and their respective Subsidiaries be made pursuant to an Investment basket other than Section 8.02(j) (without given effect to any reallocation or reclassification).

8.07 Change in Nature of Business.

Engage in any material line of business other than a Permitted Business.

8.08 **<u>Change in Accounting Practices or Fiscal Year</u>.**

Change its (a) accounting policies or reporting practices, except as required by IASB IFRS, or (b) fiscal year of the Borrower or any Restricted Subsidiary.

8.09 **<u>Transactions with Affiliates</u>.**

Enter into any transaction of any kind with any Affiliate (including, for purposes of clarity, any Unrestricted Subsidiary) of the Borrower (other than between or among (x) Credit Parties or (y) one or more Subsidiaries of the Borrower that are not Credit Parties), whether or not in the ordinary course of business, other than (i) on fair and reasonable terms substantially as favorable in all material respects to the Borrower or the applicable Subsidiary as would be obtainable by the Borrower or such Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate, (ii) Restricted Payments permitted by <u>Section 8.06</u> (other than <u>Section 8.06(e)</u>), (iii) Investments permitted by <u>Section 8.02(e)</u>, <u>(q)</u>, <u>(t)</u>, <u>(u)</u> or, to the extent that such transaction is with a Person that becomes an Affiliate of the Borrower or a Subsidiary solely as a result of such transaction, any transaction pursuant to <u>Section 8.02(g)</u>, <u>(h)</u> or <u>(j)</u> and (iv) any transactions or agreements entered into as of the Closing Date and set forth on <u>Schedule 8.09</u>.

8.10 **<u>Restricted Debt Payments</u>.**

(a) Make any Restricted Debt Payment in respect of any Indebtedness for borrowed money of a Credit Party that (x) is contractually subordinated in right of payment to the Obligations expressly by its terms, (y) is contractually secured by substantially the same Collateral on a junior lien basis to the Liens securing the Secured Obligations or (z) is unsecured (other than Indebtedness among the Borrower and its Restricted Subsidiaries) (collectively, "<u>Junior Financing</u>"), except:

(i) the refinancing thereof with any Indebtedness (to the extent such Indebtedness constitutes a Permitted Refinancing), to the extent not required to prepay any Loans pursuant to <u>Section 2.06(c)</u>;

(ii) the conversion or exchange of any Junior Financing into, or the redemption, repayment or prepayment of any Junior Financing with the proceeds of, Capital Stock of Holdings or any direct or indirect parent company (other than Excluded Contributions or any amount designated as a Cure Amount or used for Equity Funded Employee Plan Costs or used pursuant to <u>Section 8.03(y)</u>);

(iii) prepayments of principal of and any required premium on loans or notes pursuant to such Junior Financing Documentation (or any comparable provision of a Permitted Refinancing thereof) in connection with the removal of a lender or holder pursuant to any Junior Financing Documentation (or any comparable provision of a Permitted Refinancing thereof or the payment of any fees in connection with amendments thereto);

(iv) repayments, redemptions, purchases, defeasances and other payments in respect of Junior Financings prior to their scheduled maturity in an aggregate amount not to exceed, the sum of (A)(I) the greater of (x) [*figure redacted*] and (y) [*percentage redacted*] of [*term redacted*], in each case, determined as of the date of such prepayment plus (II) at the election of the Borrower, the amount of Restricted Payments then permitted to be made in reliance on <u>Section 8.06(h)</u> (it being understood that any amount utilized under this <u>clause (II)</u> to make repayments, redemptions, purchases, defeasances and other payments in respect of Junior Financings shall result in a reduction in availability under <u>Section 8.06(h)</u>), *plus* (B) the Cumulative Credit at the time such repayment, redemption, purchase, defeasance or other payment is made; *provided that* no Specified

Event of Default has occurred and is continuing and, solely to the extent such payments are made in reliance on clause (b) of the definition of "Cumulative Credit", the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis in accordance with Section 1.08) is less than or equal to [*ratio redacted*];

(v) repayments, redemptions, purchases, defeasances and other payments in respect of Junior Financings prior to their scheduled maturity in an aggregate amount not to exceed the amount of Excluded Contributions; *provided that* no Specified Event of Default has occurred and is continuing;

(vi) repayments, redemptions, purchases, defeasances and other payments so long as (x) no Event of Default has occurred and is continuing at the time such repayment, redemption, purchases or defeasance is made and (y) the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis in accordance with Section 1.08 as of the date of payment) is less than or equal to [*ratio redacted*]; and

(vii) repayments, redemptions, purchases, defeasances and other payments in respect of Junior Financings made in reliance on the third-to-last paragraph of Section 8.06.

(b) Amend, modify or change in any manner materially adverse to the interests of the Lenders any term or condition of any Junior Financing Documentation in respect of any Junior Financing having an aggregate outstanding principal amount in excess of the Threshold Amount, in each case, determined as of the date of payment, without the consent of the Administrative Agent (which consent shall not be unreasonably withheld, delayed or conditioned) other than (i) in connection with a Permitted Refinancing of such Junior Financing or (ii) in a manner not prohibited by any applicable intercreditor or subordination agreement to which the Collateral Agent is a party with respect to such Junior Financing.

Any basket available for prepayments, redemptions, purchases, defeasements or other payments in respect of any Junior Financing pursuant to Section 8.10(a) may instead be used make an Investment not otherwise permitted by Section 8.02 and such Investment shall not be prohibited by Section 8.02 and any such Investment shall reduce the amount available under such basket set forth in Section 8.10(a).

8.11 Financial Covenant.

Solely for the benefit of the Revolving Lenders, with respect to the Revolving Facility, on the last day of each Test Period on which the Financial Covenant Test Condition is satisfied (it being understood and agreed that this Section 8.11 shall not apply until the last day of the first full fiscal quarter ending after the Closing Date), not permit the Consolidated First Lien Net Leverage Ratio as of the end of such Test Period, except with the written consent of the Required Revolving Lenders, to be greater than [*ratio redacted*] (the "Financial Covenant").

8.12 Limitation on Subsidiary Distributions.

Directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to (a) pay dividends or make any other distributions on its capital stock or any other interest or participation in its profits owned by the Borrower or any Restricted Subsidiary, or pay any Indebtedness owed to the Borrower or a Restricted Subsidiary, (b) make loans or advances to the Borrower or any Restricted Subsidiary or (c) transfer any of its properties to the Borrower or any Subsidiary, except for such encumbrances or restrictions existing under or by reason of (i) applicable Law; (ii) this Credit Agreement and the other Credit Documents; (iii) the Senior Secured 2029 Notes Indenture (and all guarantee, security and other documents relating thereto) or the Parity Intercreditor Agreement; (iv) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of a Subsidiary; (v) customary provisions restricting assignment of any agreement entered into by a Subsidiary in the ordinary course of business; (vi) any Lien permitted by Section 8.01 restricting the transfer of the property subject thereto; (vii) any agreement relating to the sale of any property permitted under Section 8.05 pending the consummation of such sale (provided that such encumbrances or restrictions are customary for such agreements); (viii) without affecting the Credit Parties' obligations under Sections 7.12 or 7.13, customary provisions in partnership agreements, limited liability company organizational governance documents, stockholders agreements, asset sale and stock sale agreements and other similar agreements entered into in the ordinary course of business that restrict the transfer of ownership interests in such partnership, limited liability company or similar person; (ix) restrictions on cash or other deposits or net worth imposed by suppliers or landlords under contracts entered into in the ordinary course of business; (x) any instrument evidencing or governing Indebtedness assumed in connection with any Permitted Acquisition pursuant to Section 8.03(h), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired; (xi) in the case of any Subsidiary that is not a Wholly Owned Subsidiary in respect of any matters referred to in clauses (b) and (c) above, such Person's Organization Documents or pursuant to any joint venture agreement or stockholders agreements solely to the extent of the Capital Stock of or property held in the subject joint venture or other entity; (xii) contracts or agreements in effect on the Closing Date relating to Indebtedness existing on the Closing Date and set forth on Schedule 8.03; (xiii) any restrictions imposed by any agreement incurred pursuant to (I) Section 8.03(f), (II) in respect of Incremental Equivalent Debt or (III) in respect of the Senior Secured 2029 Notes or a Permitted Refinancing in respect thereof or pursuant to the Convertible 2028 Notes or a Permitted Refinancing in respect thereof, in each case to the extent such restrictions are not more restrictive, taken as a whole, than the restrictions contained in the Senior Secured 2029 Notes or the Convertible 2028 Notes, respectively, as in effect on the Closing Date, as determined in good faith by the Borrower; (xiv) customary net worth provisions contained in real property leases entered into by the Borrower or any Subsidiary, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations; (xv) any agreement in effect at the time any Person becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary; (xvi) any agreement representing Indebtedness permitted under Section 8.03 of a Subsidiary of the Borrower that is not a Credit Party; (xvii) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business; (xviii) the buy-sell, voting trust and other shareholder arrangements set forth in Schedule 6.14; (xix) any instrument evidencing or governing Indebtedness permitted pursuant to Section 8.03(f), Section 8.03(bb), Section 8.03(bb) or Section 8.03(cc), so long as such encumbrances and restrictions do not, when taken as a whole, materially and adversely affect ability of the Borrower to make interest, principal and fee payments to the Lenders hereunder (as determined in good faith by the Borrower) and (xx) any refinancings that are otherwise permitted by the Credit Documents of the contracts, instruments or obligations referred to above; *provided that* such refinancings are no more materially restrictive, as determined in good faith by the Borrower, with respect to such encumbrances and restrictions than those prior to such amendment or refinancing.

8.13 Amendment of Organizational Documents.

Amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in each case to the extent that such amendment, modification or waiver would reasonably be expected to be materially adverse to the interests of the Lenders.

8.14 Sale and Leaseback Transactions.

Enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for any such sale of any fixed or capital assets that is made for cash consideration in an amount not less than the cost of such fixed or capital asset and is consummated within 180 days after the Borrower or such Subsidiary acquires or completes the construction of such fixed or capital asset. Notwithstanding the foregoing, each of the Borrower and its Subsidiaries may sell or transfer any asset for no less than fair market value at the time of such sale or transfer as determined by the Borrower in good faith, and rent or lease it back (or rent or lease other property that it intends to use for substantially the same purpose or purposes as the property so sold or transferred), if (a) the Borrower promptly gives notice of such sale to the Administrative Agent; (b) at least [*percentage redacted*] of the consideration received with respect to each such sale or transfer shall consist of cash, Cash Equivalents, Investments permitted by Section 8.02, liabilities assumed by the transferee, accounts receivable retained by the transferor or any combination of the foregoing; (c) in the event that such sale and leaseback results in a capital lease obligation or Synthetic Lease, such Indebtedness is permitted by Section 8.03(c); and (d) no Specified Event of Default shall have occurred and be continuing or exist after giving effect thereto.

8.15 Swap Contracts.

Enter into any Swap Contract, except (a) Swap Contracts entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure, (b) Swap Contracts entered into in order to effectively cap, collar or exchange (i) interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest bearing liability or investment of the Borrower or any Subsidiary and (ii) currency exchange rates, in each case in connection with the conduct of its business not for speculative purposes, and (c) any Permitted Bond Hedge Transaction or any Permitted Warrant Transaction.

8.16 Canadian Pension Plans.

(a) Take any action with respect to any Canadian Pension Plan which could reasonably be expected to have a Material Adverse Effect or result in the occurrence of a Canadian Pension Event.

(b) Register, establish, obtain or acquire, whether directly or indirectly (including through any Subsidiary or Affiliate), any obligations or liabilities in respect of any Canadian Defined Benefit Plan.

8.17 Guarantor Coverage Test.

Permit the aggregate Consolidated EBITDA attributable to the Credit Parties to represent less than [*percentage redacted*] of the aggregate Consolidated EBITDA of Holdings, the Borrower and all of their respective Restricted Subsidiaries [*redacted*] (after making any pro forma adjustments but (x) taking each entity on an unconsolidated basis, (y) excluding goodwill, all intracompany items and Investments in Restricted Subsidiaries and (z) excluding any Dormant Subsidiary) at any time following the date which is one hundred twenty (120) days following the Closing Date (the "Guarantor Coverage Test"), which Guarantor Coverage Test shall be satisfied (i) as of each Guarantor Coverage Test Date or (ii) if the Guarantor Coverage Test is not satisfied on such Guarantor Coverage Test Date, then within sixty (60) days after such Guarantor Coverage Test Date; *provided that*, with respect to this clause (ii), if a Material Subsidiary is required to be joined in order to meet the Guarantor Coverage Test, then such Guarantor Coverage Test must be satisfied on the date required to join such Material Subsidiary pursuant to Section 7.12(a)(i).

8.18 Holdings Permitted Activities

[*Redacted.*]

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

9.01 Events of Default.

Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Credit Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or any amount of principal of any L/C Obligation, or (ii) within five (5) Business Days after the same becomes due or required to be paid herein, any interest on any Loan or any regularly accruing fee due hereunder or any other amount payable hereunder or under any other Credit Document; or

(b) Specific Covenants. The Borrower or any other Credit Party fails to perform or observe any term, covenant or agreement contained in any of Section 7.03(a) (solely with respect to Holdings and the Borrower), 7.11, 7.16 or Article VIII or, with respect to the existence of the Borrower only, Section 7.04; *provided that* the covenant in Section 8.11 is subject to cure pursuant to Section 9.04; *provided, further, that* the Borrower's failure to comply with or observe the covenant in Section 8.11 shall not constitute an Event of Default for purposes of any Term Loans unless and until (x) the Required Revolving Lenders have actually terminated the Revolving Commitments and declared all Revolving Loans and all related Obligations to be immediately due and payable in accordance with this Credit Agreement and such declaration has not been rescinded on or before the date the Term Lenders declare an Event of Default with respect to Section 8.11 or (y) the Cure Expiration Date, to the extent such Event of Default was not cured pursuant to Section 9.04; or

(c) Other Defaults. The Borrower or any other Credit Party fails to perform or observe any other covenant or agreement (not specified in subsections (a) or (b) above) contained in any Credit Document on its part to be performed or observed and such failure continues for thirty (30) calendar days after written notice to the defaulting party or the Borrower by the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Credit Party herein, in any other Credit Document, or in any document delivered in connection herewith or therewith shall be false in any material respect when made or deemed made and such incorrect representation, warranty or certification shall remain incorrect for thirty (30) days after receipt by the Borrower of written notice thereof from the Administrative Agent (*provided that* such cure period shall not apply in the event such representation, warranty or certification is incapable of being cured, as determined by the Borrower in good faith); or

(e) Cross-Default. (i) Holdings or any member of the Restricted Group (A) fails (beyond the period of grace (if any) provided in the instrument or agreement pursuant to which such Indebtedness was created) to make any payment when due (whether by scheduled maturity, interest, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Support Obligations (other than Indebtedness hereunder, Indebtedness under Swap Contracts or Indebtedness under Convertible 2026 Notes) having a principal amount (with principal amount for the purposes of this clause (e) including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement), when taken together with the principal amount of all other Indebtedness and Support Obligations as to which any such failure has occurred, exceeding the greater of [*figure and percentage redacted*] of LTM Consolidated EBITDA or (B) fails to observe or perform any other agreement or condition relating to any Indebtedness or Support Obligations or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which failure or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Support Obligations (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Support Obligations to become payable or cash collateral in respect thereof to be demanded, which has an unpaid principal amount, when taken together with the unpaid principal amounts of all other Indebtedness and Support Obligations as to which any such failure or event has occurred, exceeding the greater of [*figure and percentage redacted*] of LTM Consolidated EBITDA (it being understood, for the avoidance of doubt, that the satisfaction of any customary "conversion conditions" set forth in the instruments governing any Convertible Indebtedness will not be deemed to constitute a Default under this clause (B) on account of such satisfaction giving any holder of such Convertible Indebtedness the right to convert the same); *provided, further, that* this clause (B) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder; *provided, further, that* any such failure described under clause (A) or (B) is unremedied and is not waived by the holders of such Indebtedness prior to any termination of the Commitments or acceleration of the Loans pursuant to Section 9.02 (and any event or condition set forth under this clause (e) shall not, until the expiration of any applicable period or the delivery of notice by the applicable holders of such Indebtedness, constitute a Default or Event of Default for purposes of this Credit Agreement); *provided, further, that* a default under any financial covenant in such Indebtedness shall not constitute a Default or an Event of Default unless and until the lenders or holders with respect to such Indebtedness have actually declared all such obligations to be immediately due and payable and terminated the commitments in accordance with the agreement governing such Indebtedness and such declaration has not been rescinded by the required lenders or holders; or (ii) there occurs under any Swap Contract an "early termination date" (or term of similar import) resulting from (A) any event of default under such Swap Contract as to which the Borrower or any Subsidiary is the "defaulting party" (or term of similar import) or (B) any "termination event" (or term of similar import) under such Swap Contract as to which the Borrower or any Subsidiary is an "affected party" (or term of similar import) and, when taken together with all other Swap Contracts as to which events of default or events referred to in the immediately preceding clauses (A) or (B) are applicable, the Swap Termination Value owed by the Borrower and its Subsidiaries exceeds the greater of [*figure and percentage redacted*] of LTM Consolidated EBITDA; *provided that* this clause (e)(ii) shall not apply to any early payment requirement or unwinding or termination with respect to any Permitted Bond Hedge Transaction or Permitted Warrant Transaction, or satisfaction of any condition giving rise to or permitting the foregoing, in accordance with the terms thereof, so long as, in any such case, neither Borrower nor any of its Affiliates is the "defaulting party" (or substantially equivalent term) under the terms of such Permitted Bond Hedge Transaction or Permitted Warrant Transaction, as applicable; or

(f) Insolvency Proceedings, Etc.

(i) Any Credit Party (other than a UK Credit Party) or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, receiver-manager, monitor, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, receiver-manager, monitor, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or

(ii) In respect of any UK Credit Party (A) such Credit Party (1) is unable or admits inability to pay its debts generally as they fall due or is deemed to, or is declared to, be unable to pay its debts generally under applicable law (in each case, other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets and on the basis that all statutory references to [*figure redacted*] are deemed to be references to [*figure redacted*]); or (2) suspends making payments on any of its debts generally; or (3) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Lenders, the Administrative Agent or any other Secured Party in their capacity as such) with a view to rescheduling all or a portion of its indebtedness; or (4) a moratorium is declared in respect of an indebtedness of any UK Credit Party; or (B) any corporate action, legal proceedings or other procedure or formal step is taken in relation to (1) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution or administration of any UK Credit Party; or (2) reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of any UK Credit Party for the purpose of restructuring all or a portion of its debts; or (3) a composition, compromise, assignment or arrangement with any creditor (other than any Lenders, the Administrative Agent or any other Secured Party in their capacity as such) of any UK Credit Party; or (4) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any UK Credit Party or any of its respective assets, or any analogous procedure or formal step is taken in any jurisdiction. This Section 9.01(f)(ii) shall not apply to any action, proceeding, procedure or formal step which is frivolous or vexatious or, if capable of remedy, are discharged, stayed or dismissed within sixty (60) calendar days of commencement or, if earlier, the date on which it is advertised (or such other period as agreed between the Borrower and the Administrative Agent); or

(g) Change of Control. There shall have occurred a Change of Control; or

(h) Inability to Pay Debts; Attachment. Any Credit Party (other than a UK Credit Party) or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(i) Judgments. There is entered against Holdings or any member of the Restricted Group one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding the greater of [*figure and percentage redacted*] of LTM Consolidated EBITDA (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage or otherwise discharged), and there is a period of sixty (60) consecutive days during which a stay of enforcement of such judgments, by reason of a pending appeal or otherwise, is not in effect; or

(j) Pension and Benefits. Any Canadian Pension Event occurs, or any Credit Party fails to pay when due, after the expiration of any applicable grace period, any pension or benefits payment which has resulted or could reasonably be expected to result in liability of any Credit Party in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Credit Documents. Any Credit Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 8.04 or Section 8.05) or satisfaction in full of all the Obligations (other than contingent obligations not yet due and owing and liabilities under Secured Cash Management Agreements, Secured Hedge Agreements, and Letters of Credit that have been Cash Collateralized or as to which arrangements satisfactory to the L/C Issuer that issued such Letters of Credit shall have been made), ceases to be in full force and effect; or any Credit Party contests in any manner the validity or enforceability of any Credit Document other than as the result of any act or omission, as this relates to perfection of collateral, relating to the Administrative Agent not maintaining possession of any Collateral that has been delivered to it in respect of which security may be perfected by possession or loss of perfection because necessary documentation required to continue or maintain perfection has not been filed (so long as such act or omission does not result from the breach or non-compliance by the Borrower with the terms of any Credit Document); or any Credit Party denies that it has any or further liability or obligation under any Credit Document (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Secured Cash Management Agreements, Secured Hedge Agreements and Letters of Credit that have been Cash Collateralized or as to which arrangements satisfactory to the L/C Issuer that issued such Letters of Credit shall have been made), or purports to revoke, terminate or rescind any Credit Document (other than in accordance with its terms); or

(l) Collateral Documents. Any Collateral Document after delivery thereof shall for any reason cease (or shall be asserted in writing by any Credit Party to cease) to create a valid and perfected first priority Lien to the extent required by the Collateral and Guarantee Requirement and the Collateral Documents (subject to no other Liens other than Liens permitted by Section 8.01) on any material portion of the Collateral that is purported to be covered thereby (other than by reason of (x) the express release thereof pursuant to Section 10.10, (y) the failure of the Collateral Agent to retain possession of Collateral physically delivered to it or (z) the failure of the Collateral Agent to timely file UCC or PPSA continuation statements).

9.02 Remedies upon Event of Default.

(a) Except as otherwise provided in Section 9.02(b) below, with respect to an Event of Default under Section 9.01(b) that has occurred and is continuing due solely to the Borrower's failure to observe the covenant contained in Section 8.11, the Collateral Agent or the Administrative Agent, solely at the request of the Required Revolving Lenders, may take any or all of the following actions:

(i) declare the Revolving Commitment of each Lender and any obligation of the L/C Issuers to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Revolving Loans and all interest accrued and unpaid thereon to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower (to the extent permitted by applicable Law);

(iii) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(iv) exercise on behalf of itself and the Revolving Lenders all rights and remedies available to it and such Lenders under the Credit Documents or applicable Law;

(b) Notwithstanding anything to the contrary in any Credit Document, if the Borrower fails to comply with Section 8.11, such failure shall not result in an Event of Default until the Cure Expiration Date and then only to the extent not cured pursuant to Section 9.04. The Collateral Agent and Administrative Agent, in each case, may not take any of the actions set forth in Section 9.02(a) as a result of the Borrower's failure to comply with Section 8.11 until after the Cure Expiration Date and then only to the extent a cure has not been effected pursuant to Section 9.04; *provided that* in such event, the Borrower shall not be able to request the making of any new Borrowing of Revolving Loans or the issuance of any new Letters of Credit at any time following the Borrower's failure to comply with Section 8.11 until receipt by the Borrower of the Cure Amount or all Events of Default are waived, as applicable.

(c) If any Event of Default occurs and is continuing other than with respect to an Event of Default under Section 9.01(b) due solely to the Borrower's failure to observe the covenant contained in Section 8.11, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, upon written notice to the Borrower, take any or all of the following actions:

(i) declare the Commitments of the Lenders and the obligation of the L/C Issuers to make L/C Credit Extensions to be terminated, whereupon such Commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Credit Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(iv) exercise on behalf of itself and the Lenders all rights and remedies available to it or to the Lenders under the Credit Documents or applicable Law;

provided, however, that upon the occurrence of an Event of Default under Section 9.01(f) or (h), the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

9.03 Application of Funds.

After the exercise of remedies provided for in Section 9.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized, in each case as set forth in the proviso to Section 9.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including all reasonable fees, expenses and disbursements of any law firm or other counsel and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, in each case in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest, Commitment Fees and Letter of Credit Fees) payable to the Lenders (including all reasonable fees, expenses and disbursements of any law firm or other counsel and amounts payable under Article III), ratably among the Lenders in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Commitment Fees, Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders, the Swingline Lender and the L/C Issuers in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to (a) payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, (b) payment of breakage, termination or other amounts owing in respect of any Swap Contract between Borrower or any of its Subsidiaries (other than an Unrestricted Subsidiary) and the Secured Hedge Banks, (c) payments of amounts due under any Secured Cash Management Agreement between Borrower or any of its Subsidiaries (other than an Unrestricted Subsidiary) and any Secured Cash Management Provider and (d) the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize that portion of the L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among such parties in proportion to the respective amounts described in this clause Fourth payable to them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired with no pending drawings, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not a Qualified ECP Guarantor shall not be applied to the Obligations that are Excluded Swap Obligations.

9.04 Borrower's Right to Cure.

Notwithstanding anything to the contrary contained in Section 9.01 or Section 9.02:

(a) For the purpose of determining whether an Event of Default under Section 8.11 has occurred, the Borrower may on one or more occasions designate any portion of the net cash proceeds from a sale or issuance of Qualified Capital Stock of the Borrower (or any direct or indirect parent company of the Borrower), which proceeds are then contributed to the Borrower, or any cash contribution to the common capital of the Borrower (the "Cure Amount") as an increase to Consolidated EBITDA for the applicable fiscal quarter; *provided that* (A) such amounts to be designated (i) are actually received by the Borrower on or before the tenth Business Day after the date on which the Compliance Certificate pursuant to Section 7.02(a) is required to be delivered with respect to such applicable fiscal quarter (the "Cure Expiration Date") and (ii) do not exceed the aggregate amount necessary to cure any Event of Default under Section 8.11 as of such date and (B) the Borrower shall have provided notice (the "Notice of Intent to Cure") to the Administrative Agent that such amounts are designated as a "Cure Amount" (it being understood that to the extent such notice is provided in advance of delivery of a Compliance Certificate for the applicable period, the amount of such net cash proceeds that is designated as the Cure Amount may be lower than specified in such notice to the extent that the amount necessary to cure any Event of Default under Section 8.11 is less than the full amount of such originally designated amount). The Cure Amount used to calculate Consolidated EBITDA for one fiscal quarter shall be used and included when calculating Consolidated EBITDA for each Test Period that includes such fiscal quarter.

(b) The parties hereby acknowledge that this Section 9.04 may not be relied on for purposes of calculating any financial ratios other than for determining actual compliance with Section 8.11 (and not pro forma compliance with Section 8.11 that is required by any other provision of this Credit Agreement) and shall not result in any adjustment to any amounts (including any *pro forma* reduction of the amount of Indebtedness and shall not be included for purposes of determining pricing, mandatory prepayments and the availability or amount permitted pursuant to any covenant under Article VIII) with respect to the quarter with respect to which such Cure Amount was made other than the increase to Consolidated EBITDA referred to in Section 9.04(a).

(c) In furtherance of Section 9.04(a) above, no Agent, Lender or other Secured Party may exercise any rights or remedies under Section 9.02 (or under any other Credit Document) on the basis of any actual or purported Default or Event of Default under Section 8.11 until and unless the Cure Expiration Date has occurred without the Cure Amount having been received and designated or the Borrower has confirmed in writing that it does not intend to provide such Cure Amount. Notwithstanding the foregoing in this clause (c), if the Borrower issues a Notice of Intent to Cure, the Borrower shall not be able to request the making of any new Borrowing of Revolving Loans or the issuance of any new Letters of Credit until receipt by the Borrower of the Cure Amount.

(d) (i) In each period of four consecutive fiscal quarters, there shall be no more than two fiscal quarters in which the cure right set forth in this Section 9.04 is exercised and (ii) there shall be no *pro forma* reduction in Indebtedness with the Cure Amount for determining compliance with Section 8.11 for the fiscal quarter with respect to which such Cure Amount was made.

(e) There can be no more than four fiscal quarters in which the cure rights set forth in this Section 9.04 are exercised during the term of this Credit Agreement.

ARTICLE X

AGENTS

10.01 Appointment and Authorization of the Agents.

(a) Each of the Lenders and the L/C Issuers hereby irrevocably appoints Goldman Sachs to act on its behalf as the Administrative Agent and Collateral Agent hereunder and under the other Credit Documents and authorizes each Agent to take such actions on its behalf and to exercise such powers as are delegated to the such Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article X (other than this Section 10.01, Section 10.06 and Sections 10.10 to 10.13) are solely for the benefit of the Agents, the Lenders and the L/C Issuers, and neither the Borrower nor any other Credit Party shall have rights as a third party beneficiary of any of such provisions.

(b) As part of its duties and functions, for the purposes of taking any security interest under the laws of the Province of Québec (Canada), the Administrative Agent and Collateral Agent shall serve as the hypothecary representative for all present and future Secured Parties, as contemplated by Article 2692 of the *Civil Code of Quebec*, and each of the Secured Parties hereby appoints the Administrative Agent and Collateral Agent to act in such capacity. In the event of the appointment of a successor Administrative

Agent and Collateral Agent pursuant to the terms of this Credit Agreement, such successor Administrative Agent and Collateral Agent shall also serve as the successor hypothecary representative under each Deed of Hypothec, without any further act or formality being required to effect such replacement.

(c) Each Lender hereby irrevocably appoints, designates and authorizes the Collateral Agent to take such action on its behalf under the provisions of this Credit Agreement and each Collateral Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Credit Agreement or any Collateral Document, together with such powers as are reasonably incidental thereto. In this connection, the Collateral Agent, and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 10.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Article X and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Credit Documents) as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, and subject to Section 10.13, the Lenders hereby expressly authorize the Collateral Agent to (i) execute any and all documents (including releases) with respect to the Collateral (including each Intercreditor Agreement and any amendment, supplement, modification or joinder with respect thereto) and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Credit Agreement and the Collateral Documents and acknowledge and agree that any such action by the Collateral Agent shall bind the Lenders and (ii) negotiate, enforce or settle any claim, action or proceeding affecting the Lenders in their capacity as such, at the direction of the Required Lenders, which negotiation, enforcement or settlement will be binding upon each Lender. Notwithstanding any provision to the contrary contained elsewhere herein or in any Collateral Document, no Agent shall have any duties or responsibilities, except those expressly set forth herein or therein, nor shall any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Credit Agreement or any Collateral Document or otherwise exist against any Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the Collateral Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The Collateral Agent shall act on behalf of the Lenders with respect to any Collateral and the Collateral Documents, and the Collateral Agent shall have all of the benefits and immunities (i) provided to the Administrative Agent under the Credit Documents with respect to any acts taken or omissions suffered by the Collateral Agent in connection with any Collateral or the Collateral Documents as fully as if the term "Administrative Agent" as used in such Credit Documents included the Collateral Agent with respect to such acts or omissions, and (ii) as additionally provided herein or in the Collateral Documents with respect to the Collateral Agent.

(d) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (i) provided to the Agents in this Article X with respect to any acts taken or omissions suffered by any L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Agent" as used in this Article X included such L/C Issuer with respect to such acts or omissions, and (ii) as additionally provided herein with respect to such L/C Issuer.

(e) In addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Credit Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Credit Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or consent to the use by a Credit Party of any cash collateral arising in respect of the Collateral on such terms as the Administrative Agent deems reasonable, and/or may forthwith sell, lease, assign give an option or options to purchase or otherwise dispose of and deliver, or acquire by credit bid on behalf of the Lenders, the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery, all without assumption of any credit risk.

10.02 Rights as a Lender.

Each Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as such Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

10.03 Exculpatory Provisions.

The Agents and Lead Arrangers shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents. Without limiting the generality of the foregoing, the Agents and Lead Arrangers:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Agents are required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Credit Documents); *provided that* no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Credit Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its or their Affiliates in any capacity.

No Agent shall be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 9.02) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to such Agent by the Borrower, a Lender or an L/C Issuer.

No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Credit Agreement or any other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Credit Agreement, any other Credit Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents or to assure that the Liens granted to the Collateral Agent pursuant to any Collateral Document have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, (v) the value or the sufficiency of any Collateral or (vi) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent.

10.04 Reliance by Agents.

Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an L/C Issuer, each Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless such Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan, or the issuance of such Letter of Credit. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

10.05 Delegation of Duties.

Each Agent may perform any and all of their duties and exercise their rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by such Agent. Any Agent and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents, and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

10.06 Removal or Resignation of an Agent.

Each of the Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower. If any Agent becomes a Defaulting Lender, the Borrower may remove such Agent from such role upon fifteen (15) days' written notice to such Agent, the other Agents, the L/C Issuers and the Lenders (the date of any such removal, the "Removal Effective Date"). Upon receipt of any such notice of resignation (or removal pursuant to the preceding sentence), the Required Lenders shall have the right, with the consent of the Borrower (*provided that* no consent shall be required if a Specified Event of Default has occurred and is continuing), to appoint a successor, which (in the case of a resignation by (or removal of) the Administrative Agent or the Collateral Agent) shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States or a bank with an office in Canada, or an Affiliate of any such bank with an office in Canada. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation (the "Resignation Effective Date"), then the retiring Agent may on behalf of the Lenders and the L/C Issuers, with the consent of the Borrower (*provided that* no consent shall be required if a Specified Event of Default has occurred and is continuing), appoint a successor Agent meeting the qualifications set forth above; *provided that* if such Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by such Agent on behalf of the Lenders or the L/C Issuers under any of the Credit Documents, such retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as an Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent (other than any rights to indemnity payments or other amounts owed to the resigning or removed Agent as of the Resignation Effective Date or Removal Effective Date, as applicable) and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Credit Documents, the provisions of this Article and Section 11.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as such Agent.

Any resignation by or removal of Goldman Sachs as Administrative Agent or Collateral Agent, as the case may be, pursuant to this Section shall also constitute its resignation as Dollar L/C Issuer, Multicurrency L/C Issuer and Swingline Lender. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent, as the case may be, hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuers and Swingline Lender, (b) the retiring L/C Issuers and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Credit Documents, and (c) the successor L/C Issuers shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuers to effectively assume the obligations of the retiring L/C Issuers with respect to such Letters of Credit.

10.07 Non-Reliance on Agents and Other Lenders.

Each Lender and L/C Issuer acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Credit Agreement. Each Lender and L/C Issuer also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Credit Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder.

10.08 No Other Duties.

Anything herein to the contrary notwithstanding, none of the "Syndication Agent," "Joint Lead Arrangers" and "Joint Bookrunners" listed on the cover page hereof shall have any powers, duties or responsibilities under this Credit Agreement or any of the other Credit Documents, except in its capacity, as applicable, as an Agent, a Lender or an L/C Issuer hereunder.

10.09 Agents May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Credit Party, any Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations (other than obligations under Swap Contracts or Secured Cash Management Agreements to which such Agent is not a party) that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Agents and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Agents under Sections 2.09 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and L/C Issuer to make such payments to such Agent and, in the event that such Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to such Agent any amount due for the reasonable compensation, expenses, disbursements and advances of such Agent and its agents and counsel, and any other amounts due to such Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize any Agent to vote in respect of the claim of any Lender in any such proceeding.

10.10 Collateral and Guaranty Matters.

Each Lender hereby agrees, and each holder of any Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders in accordance with the provisions of this Credit Agreement or the Collateral Documents, and the exercise by the Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. Without limiting the provisions of Section 10.13, the Collateral Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to the occurrence and continuance of an Event of Default, to take any action with respect to any Collateral or Collateral Documents which may be necessary to create, perfect and maintain perfected security interests in and liens upon the Collateral granted pursuant to the Collateral Documents. Without limiting the provisions of Section 10.09, the Lenders and the L/C Issuers (including in their capacities as potential or actual Secured Hedge Banks party to a Secured Hedge Agreement and potential or actual Secured Cash Management Providers party to a Secured Cash Management Agreement) irrevocably authorize the Administrative Agent and the Collateral Agent and directs them to, and each agrees that it will, to the extent necessary or advisable as requested by the Borrower, except in the case of clause (b) and clause (c), at its option and in its discretion:

(a) enter into the Collateral Documents (including any Intercreditor Agreements with respect to Indebtedness to the extent the Collateral Agent is otherwise contemplated herein as being a party to such Intercreditor Agreement) for the benefit of the Lenders and the other Secured Parties;

(b) automatically and immediately release any Lien on any property granted to or held by the Collateral Agent under any Credit Document (and following such release shall execute any appropriate release documentation to document or evidence such release at the Borrower's reasonable request and sole expense, which shall not be discretionary) (i) upon termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than (1) contingent obligations, (2) L/C Obligations which have been Cash Collateralized or otherwise back-stopped by letters of credit reasonably satisfactory to the applicable L/C Issuers and (3) Secured Cash Management Obligations and Secured Hedge Obligations which have been collateralized or are subject to another arrangement, in each case reasonably satisfactory to the applicable Secured Cash Management Provider or Secured Hedge Bank) and the expiration with no pending drawings or termination of all Letters of Credit (other than Letters of Credit which have been Cash Collateralized or as to which other arrangements reasonably satisfactory to the Collateral Agent and the relevant L/C Issuers shall have been made), (ii) at the time the property subject to such Lien is Disposed or to be Disposed as part of or in connection with any Disposition permitted (or not prohibited) hereunder or under any other Credit Document to any Person that is not (and is not required to be) a Credit Party, (iii) subject to Section 11.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to Section 10.10(c) or Section 4.09 and, in such case, the Capital Stock owned by such Guarantor that is pledged to the Collateral Agent pursuant to the Collateral Documents shall also be automatically released, or (v) if the property subject to such Lien constitutes or becomes an Excluded Pledged Subsidiary or Excluded Property;

(c) release any Guarantor from its obligations under the Guaranty if such Guarantor becomes a Released Guarantor in accordance with Section 4.09 or if the conditions set forth in clause (b)(i) above are satisfied; and

(d) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Credit Document to the holder of any Lien on such property that is granted pursuant to Section 8.01(i) or (l)(ii).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 10.10. In each case as specified in this Section 10.10, the applicable Agent will (and each Lender irrevocably authorizes the applicable Agent to), at the Borrower's expense, execute and deliver to the applicable Credit Party such documents as such Credit Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Credit Documents and this Section 10.10. Additionally, upon reasonable request of the Borrower, the Collateral Agent will return possessory Collateral held by it that is released from the security interests created by the Collateral Documents pursuant to this Section 10.10; *provided that* in each case of this Section 10.10, upon the Collateral Agent's reasonable request, the Borrower shall have delivered to the Administrative Agent and Collateral Agent a certificate of a Responsible Officer of the Borrower certifying that any such transaction has been consummated in compliance with this Credit

Agreement and the other Credit Documents and that such release is not prohibited hereby; *provided, further, that* in the event that the Collateral Agent loses or misplaces any possessory collateral delivered to the Collateral Agent by the Borrower, upon reasonable request of the Borrower, the Collateral Agent shall provide a loss affidavit to the Borrower, in the form customarily provided by the Collateral Agent in such circumstances.

In connection with any Lien release or Guarantor release specified above, each of the Collateral Agent and the Administrative Agent shall be entitled to rely and shall rely exclusively on an officer's certificate of the Borrower (the "Release Certificate") confirming that (a) such Lien release or Guarantor release, as applicable, has occurred or will upon consummation of one or more identified transactions (an "Identified Transaction") occur, (b) the conditions to any such Lien release or Guarantor release have been satisfied or will be satisfied upon consummation of an Identified Transaction, and (c) that any such Identified Transaction is permitted by (or not prohibited by) the Credit Documents. A Release Certificate may be delivered in advance of the consummation of any applicable Identified Transaction.

Each Lender and each Secured Party irrevocably authorizes and irrevocably directs the Collateral Agent and the Administrative Agent to enter into any Lien release or Guarantor release in reliance on the Release Certificate. The Secured Parties agree not to give any Agent any instruction or direction inconsistent with the provisions of this Section 10.10. Neither the Administrative Agent nor the Collateral Agent shall be responsible for, or have a duty to ascertain or inquire into, any statement in a Release Certificate, the compliance of any Identified Transaction with the terms of a Credit Document, any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or contained in any certificate prepared or delivered by any Credit Party in connection with the Collateral or compliance with the terms set forth above or in a Credit Document, nor shall the Administrative Agent or Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Each relevant Agent, each Lender and each other Secured Party agrees that following its receipt of an applicable Release Certificate it will take all actions reasonably required in connection with any Lien release or Guarantor release promptly upon request of the Borrower and in any event not later than the date that is the later of (i) the third Business Day following the date Release Certificate is delivered to the Administrative Agent and (ii) the date any applicable Identified Transaction described in the Release Certificate is consummated (such later date, the "Release Date").

Anything contained in any of the Credit Documents to the contrary notwithstanding, each Agent, each Lender and each Secured Party hereby agree that:

(i) no provision of any Credit Documents shall require the creation, perfection or maintenance of pledges of or security interests in any Excluded Property and any other particular assets, if and for so long as, in the reasonable judgment of the Collateral Agent, the cost of creating, perfecting or maintaining such pledges or security interests in such other particular assets is excessive in view of the fair market value of such assets or the practical benefit to the Lenders afforded thereby; and

(ii) the Collateral Agent may grant extensions of time for the creation or perfection of security interests in or the obtaining of title insurance and surveys with respect to particular assets (including extensions beyond the Closing Date for the creation or perfection of security interests in the assets of the Credit Parties on such date) where it reasonably determines, in consultation with the Borrower, that creation or perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Credit Agreement or the Collateral Documents.

Each of the Lenders appoints the Collateral Agent to hold the Liens constituted by the UK Security Agreements as security agent on trust for the Secured Parties in accordance with the terms of the UK Security Agreements and the other Credit Documents. The Collateral Agent accepts that appointment and declares that it holds any Liens created pursuant to the UK Security Agreements as security agent on trust for the other Secured Parties. Each of the Lenders irrevocably empowers, authorizes and entitles the Collateral Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Collateral Agent under, or in connection with, the UK Security Agreements and the other Credit Documents, together with other rights, powers, authorities and discretions as are reasonably incidental thereto. Each Lender confirms its approval of the UK Security Agreements and authorizes and instructs the Collateral Agent: (i) to execute and deliver the UK Security Agreements; (ii) to exercise the rights, powers and discretions given to the Collateral Agent under or in connection with the UK Security Agreements together with any other incidental rights, powers and discretions; and (iii) to give any authorizations and confirmations to be given by the Collateral Agent on behalf of the Secured Parties under the UK Security Agreements. Each Lender confirms that it does not wish to be registered as a joint proprietor of any Lien constituted by a UK Security Agreement and accordingly authorizes the Collateral Agent: (i) to hold such Lien in its sole name as security agent for the Secured Parties; and (ii) to register itself at any relevant registry as a sole proprietor of such Lien. Every appointment of a successor Collateral Agent under a UK Security Agreement shall be by deed and shall be in accordance with the requirements of this Article X. Section 1 of the Trustee Act 2000 (England and Wales) shall not apply to the duty of the Collateral Agent in relation to the trusts constituted by this Credit Agreement. Except as provided otherwise in any UK Security Agreement, in the case of any conflict between the provisions of this Credit Agreement and those of the Trustee Act 1925 (England and Wales) or the Trustee Act 2000 (England and Wales), the provisions of this Credit Agreement shall prevail to the extent allowed by law and regulation, and shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000 (England and Wales).

10.11 Withholding Tax.

To the extent required by any applicable Law, the Administrative Agent may deduct or withhold from any payment to any Lender under any Credit Document an amount equivalent to any applicable withholding Tax. If the IRS or any other authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agents (to the extent that the Administrative Agent has not already been reimbursed by the Borrower pursuant to Sections 3.01 and 3.04 and without limiting or expanding the obligation of the Borrower to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, together with all expenses incurred, including legal expenses and any out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Credit Agreement or any other Credit Document against any amount due to the Administrative Agent under this Section 10.11. The agreements in this Section 10.11 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Credit Agreement and the repayment, satisfaction or discharge of all other Obligations. For the avoidance of doubt, for purposes of this Section 10.11, the term “Lender” shall include any L/C Issuer and the Swingline Lender.

10.12 Secured Cash Management Agreements and Secured Hedge Agreements.

Except as otherwise expressly set forth herein or in any Collateral Document, no Secured Cash Management Provider or Secured Hedge Bank that obtains the guarantees hereunder or any Collateral by virtue of the provisions hereof or of any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Article X to the contrary, no Agent shall be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements or Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Secured Cash Management Provider or Secured Hedge Bank, as the case may be.

10.13 Collective Action.

Notwithstanding anything to the contrary contained herein, the Lenders and each other holder of an Obligation under a Credit Document shall act collectively through the Administrative Agent or the Collateral Agent, as applicable, with respect to the exercise of rights and remedies except to the extent expressly provided otherwise hereunder and agrees that it shall not, and hereby waives any right to, take or institute any actions or proceedings, judicial or otherwise, for any such right or remedy under any Credit Document against any Credit Party or any past, present, or future Subsidiary of any Credit Party concerning any Collateral, or any other property of any Credit Party or any past, present or future Credit Party other than through the Administrative Agent or the Collateral Agent, as applicable; *provided that* for the avoidance of doubt, this sentence may be enforced against any Secured Party by the Required Lenders, any Agent or the Borrower (or any of their Affiliates) and each Secured Party expressly acknowledge that this sentence shall be available as a defense of the Borrower (or any of its Affiliates) in any such action, proceeding or remedial procedure. Without limiting the delegation of authority to the Administrative Agent or the Collateral Agent, as applicable, set forth herein, the Required Lenders shall direct the Administrative Agent or the Collateral Agent, as applicable, with respect to the exercise of rights and remedies hereunder and under the other Credit Documents (including with respect to alleging the existence or occurrence of, and exercising rights and remedies as a result of, any Default or Event of Default), and the exercise of rights and remedies with respect to (i) the Loans and any securities or interests issued pursuant to this Credit Agreement, (ii) any Collateral, and (iii) any other property of any Credit Party or any past, present, or future Related Parties of any Credit Party. Any such rights and remedies shall not be exercised other than through the Administrative Agent or the Collateral Agent, as applicable. Each Lender, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Secured Obligations, to have agreed to the foregoing provisions.

10.14 Credit Bidding.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Credit Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the Capital Stock or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Credit Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided that* any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Capital Stock thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Credit Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Credit Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 11.01 of this Credit Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata and the Capital Stock and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

10.15 Intercreditor Agreement.

The Administrative Agent and the Collateral Agent are authorized by the Lenders and other Secured Parties to (i) enter into the Parity Intercreditor Agreement and any other intercreditor agreement, (ii) enter into any Collateral Document, or (iii) make or consent to any filings or take any other actions in connection therewith (and any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, such agreements) in connection with the incurrence by any Credit Party of any Indebtedness of such Credit Party that is permitted to be secured pursuant to Sections 8.01 and 8.03 of this Credit Agreement, in order to permit such Indebtedness to be secured by a valid, perfected lien on the Collateral (with such priority as may be designated by such Credit Party, to the extent such priority is permitted by the Credit Documents), and the parties hereto acknowledge that any intercreditor agreement, Collateral Document, consent, filing or other action will be binding upon them. Each Lender and other Secured Party (a) understands, acknowledges and agrees that Liens will be created on the Collateral pursuant to the Senior Secured Notes Documents, which Liens shall be subject to the terms and conditions of the Parity Intercreditor Agreement, (b) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Parity Intercreditor Agreement or any other intercreditor agreement (if entered into) and (c) hereby authorizes and instructs the Administrative Agent and the Collateral Agent to enter into the Parity Intercreditor Agreement and any other intercreditor agreement in connection with the incurrence by any Credit Party of any Indebtedness of such Credit Party that is permitted to be secured pursuant to Sections 8.01 and 8.03 of this Credit Agreement, in order to permit such Indebtedness to be secured by a valid, perfected lien on the Collateral (with such priority as may be designated by such Credit Party, to the extent such priority is permitted by the Credit Documents), and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. Notwithstanding anything to the contrary herein, the Intercreditor Agreements, the forms of joinder attached thereto, and any intercreditor agreements and forms of joinder substantially in the form of the Form Intercreditor Agreement or, as applicable, the forms of joinder attached thereto, in each case without any material changes therefrom, shall be deemed to be reasonable, satisfactory and acceptable to the Administrative Agent, the Collateral Agent and the Lenders, and (i) no acknowledgment or countersignature by the Administrative Agent, the Collateral Agent or the Lenders shall be required to comply with any requirement that an intercreditor agreement be entered into (or joined) in connection with any Indebtedness secured by the Collateral that is not prohibited from being incurred, issued and/or assumed by the Borrower or any of its Subsidiaries under Section 8.01 and Section 8.03, so long as a representative of the holders of such Indebtedness executes such intercreditor agreement or joinder in substantially such form without any material changes therefrom and (ii) the Lenders shall be deemed to have consented to the use of any of the foregoing (and the Administrative Agent and/or the Collateral Agent shall be deemed to be authorized and directed to execute all of the foregoing) in connection with any Indebtedness secured by the Collateral that is not prohibited from being incurred, issued and/or assumed by the Borrower or any of its Subsidiaries under Sections 8.01 and 8.03.

ARTICLE XI

MISCELLANEOUS

11.01 Amendments, Etc.

No amendment or waiver of, or any consent to deviation from, any provision of this Credit Agreement or any other Credit Document shall be effective unless in writing and signed by the Borrower or the applicable Credit Party, as the case may be, and the Required Lenders or by the Administrative Agent (at the direction of the Required Lenders) (and with an executed copy thereof promptly delivered to the Administrative Agent if not otherwise a party thereto), and each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given; *provided, however, that*:

(a) without the consent of each Lender, no such amendment, waiver or consent shall:

(i) amend or waive any condition precedent to the initial Credit Extension set forth in Section 5.01 or (solely with respect to the initial Credit Extension) any condition precedent set forth in Section 5.02;

(ii) change any provision of this Section 11.01(a) or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder (it being understood that, with the consent of the Required Lenders or Required Revolving Lenders (if such consent is otherwise required), or the Administrative Agent (if the consent of the Required Lenders or Required Revolving Lenders is not otherwise required), additional extensions of credit pursuant to this Credit Agreement may be included in the determination of the Required Lenders or Required Revolving Lenders, as applicable, on substantially the same basis as the Term Commitments or Revolving Commitments, as applicable);

(iii) other than in a transaction permitted by Section 8.04 or Section 8.05, release all or substantially all of the Collateral; or

(iv) other than in a transaction permitted by Section 8.04 or Section 8.05, release all or substantially all of the value of the guarantees provided by the Guarantors;

(b) without the consent of each Lender adversely affected thereby (and other than with respect to clause (i) below, not the Required Lenders or another percentage of Lenders, in each case unless specified below), no such amendment, waiver or consent shall:

(i) except to the extent permitted by Sections 2.14, 2.17, 2.18 or 2.19, to effectuate a transaction pursuant to Sections 2.14, 2.17, 2.18 or 2.19, as the case may be, extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 9.02), it being understood that the amendment or waiver of an Event of Default or a mandatory reduction or a mandatory prepayment in Commitments shall not be considered an increase in Commitments;

(ii) waive non-payment or postpone any date fixed by this Credit Agreement or any other Credit Document for any payment of principal, interest, fees or other amounts due to any Lender hereunder or under any other Credit Document or change the scheduled final maturity of any Loan (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrower to pay interest at the Default Rate, any Default or Event of Default, any condition precedent, mandatory prepayment of the Loans or mandatory reduction of any Commitments shall not constitute such a postponement of any date scheduled for the payment of principal or interest and it further being understood that any change to any provision of Section 8.11, 9.01(b) (solely as it relates to Section 8.11) or Section 9.04 shall not constitute a postponement of such scheduled payment); *provided that* only the consent of the Administrative Agent shall be required for an extension or postponement for administrative convenience;

(iii) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing or any fees or other amounts payable hereunder or under any other Credit Document (it being understood that (i) the waiver of (or amendment to the terms of) any obligation of the Borrower to pay interest at the Default Rate, any mandatory prepayment of the Loans or mandatory reduction of any Commitments or any Default or Event of Default shall not constitute such a reduction and it further being understood that (ii) any change to any provision of Section 8.11, 9.01(b) (solely as it relates to Section 8.11) or Section 9.04 shall not constitute a reduction or forgiveness in any principal or rate of interest of any Loan, L/C Borrowing, fee or other amount payable hereunder or under any other Credit Documents); *provided*, *however, that* only the consent of the Required Lenders shall be necessary (A) to amend the definition of "Default Rate" or to waive any obligation of the applicable Borrower to pay interest or Letter of Credit Fees at the Default Rate, (B) to amend any financial ratio hereunder (or any defined term used therein) (other than any financial ratio solely as it relates to Section 8.11, which requires the consent of the Required Revolving Lenders) or (C) waive or amend the MFN Adjustment, even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing, or to reduce any fee payable hereunder;

(iv) except to the extent permitted by Sections 2.14, 2.17, 2.18 or 2.19 to effectuate a transaction pursuant to Sections 2.14, 2.17, 2.18 or 2.19, as the case may be, change any provision of this Credit Agreement regarding pro rata sharing or pro rata funding with respect to (A) the making of advances (including participations), (B) the manner of application of payments or prepayments of principal, interest, or fees, (C) the manner of application of reimbursement obligations from drawings under Letters of Credit, or (D) the manner of reduction of commitments and committed amounts; *provided that* modifications to the extent necessary to effectuate any permitted (w) assignment pursuant to Section 11.13(b) or any buy back or open market purchase of Term Loans by Holdings or the Borrower pursuant to Section 2.05(b) or Section 11.06(j), (x) any Additional Credit Extension Amendment in respect of Extended Term Loans, Extended Revolving Commitments, Refinancing Term Loans or amendment in respect of Replacement Revolving Commitments or (y) any Revolving Lender Joinder Agreement or any Incremental Term Loan Joinder Agreement, in each case, shall only require approval (to the extent any such approval is otherwise required) of the Required Lenders; or

(v) except as otherwise expressly permitted in the Credit Documents, expressly subordinate any of the Obligations in right of payment to any other obligations or subordinate all or substantially all of the Liens securing the Obligations to Liens securing any other Indebtedness except (i) Indebtedness that is expressly permitted by this Credit Agreement as in effect as of the Closing Date to be senior to the Obligations and/or be secured by a Lien that is senior to the Lien securing the Obligations, (ii) any "debtor in-possession" facility or use of cash collateral in any insolvency proceeding or any other proceeding under any Debtor Relief Law or as permitted under any Intercreditor Agreement or (iii) any other Indebtedness so long each adversely affected Lender is offered a bona fide opportunity to participate on no less than a pro rata basis (including with respect to any fees, exchanged amounts or prepayments) in such other Indebtedness;

(c) [reserved];

(d) unless signed by the Required Term B Lenders, no such amendment, waiver or consent shall:

(i) amend or waive the manner of application of any mandatory prepayment to the Term B Loans under Section 2.06(c); or

(ii) amend or waive the provisions of this Section 11.01(d) or the definition of "Required Term B Lenders";

(e) any such amendment, waiver or consent to any provision that relates to the Term B Commitments and/or Term B Loans or the Revolving Commitments and/or Revolving Loans but does not apply (or applies differently) to the other Commitments and/or Loans, shall also require the consent of the Required Term B Lenders or Required Revolving Lenders, respectively;

(f) any such amendment, waiver or consent to any provision that relates to (i) the Dollar Revolving Commitments or Dollar Revolving Loans, on the one hand, but not the Multicurrency Revolving Commitments or Multicurrency Revolving Loans, on the other hand or (iii) the Multicurrency Revolving Commitments or Multicurrency Revolving Loans, on the one hand, but not the Dollar Revolving Commitments or Dollar Revolving Loans, on the other hand to (w) the Dollar Revolving Commitments or Dollar Revolving Loans, on the one hand, and to the Multicurrency Revolving Commitments or Multicurrency Revolving Loans, on the other hand or (y) the Multicurrency Revolving Commitments or Multicurrency Revolving Loans, on the one hand, and the Dollar Revolving Commitments or Dollar Revolving Loans, on the other hand shall only require the consent of the Required Dollar Revolving Lenders or the Required Multicurrency Revolving Lenders, respectively;

(g) unless also signed by the Required Revolving Lenders, no such amendment, waiver or consent shall amend or waive (i) the provisions of this Section 11.01(g), (ii) the definition of "Required Revolving Lenders" or (iii) any condition precedent to any Credit Extension (other than the initial Credit Extension) set forth in Section 5.02;

(h) unless also signed by the Required Dollar Revolving Lenders, no such amendment, waiver or consent shall amend or waive the provisions of this Section 11.01(h) or the definition of "Required Dollar Revolving Lenders";

(i) unless also signed by the Required Multicurrency Revolving Lenders, no such amendment, waiver or consent shall amend or waive the provisions of this Section 11.01(i) or the definition of "Required Multicurrency Revolving Lenders";

(j) unless also consented to in writing by an L/C Issuer, no such amendment, waiver or consent shall affect the rights or duties of such L/C Issuer under this Credit Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it;

(k) unless also consented to in writing by the Swingline Lender, no such amendment, waiver or consent shall affect the rights or duties of the Swingline Lender under this Credit Agreement;

(l) unless also consented to in writing by the Administrative Agent, no such amendment, waiver or consent shall affect the rights or duties of the Administrative Agent under this Credit Agreement or any other Credit Document;

(m) unless also consented to in writing by the Collateral Agent, no such amendment, waiver or consent shall affect the rights or duties of the Collateral Agent under this Credit Agreement or any other Credit Document; and

(n) unless also consented to in writing by each Lead Arranger, no such amendment, waiver or consent shall affect the rights or duties of such Lead Arranger this Credit Agreement or any other Credit Document;

provided, *however, that* notwithstanding anything to the contrary contained herein, (i) each Lender is entitled to vote as such Lender sees fit on any bankruptcy or insolvency reorganization plan that affects the Loans, (ii) each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code of the United States supersedes the unanimous consent provisions set forth herein, (iii) the Required Lenders may consent to allow a Credit Party to use cash collateral in the context of a bankruptcy or insolvency proceeding, (iv) Section 11.06(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by a SPC at the time of such amendment, waiver or other modification, (v) the Engagement Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto and (vi) the Administrative Agent Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (1) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (2) any waiver, amendment or modification requiring the consent of all Lenders or each directly and adversely affected Lender that by its terms materially and adversely affects any Defaulting Lender to a greater extent than other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding anything herein to the contrary, the Borrower and the Administrative Agent may, without the input or consent of any other Lender, effect such amendments to this Credit Agreement and the other Credit Documents as may be necessary or appropriate to effect the provisions of Sections 2.14, 2.17, 2.18 or 2.19 (including to provide that additional Classes of Loans or Commitments shall (i) share ratably in the benefits of this Credit Agreement and the other Credit Documents with the Loan Obligations, (ii) to include appropriately the Lenders holding such Classes in any determination of the Required Lenders, Required Revolving Lenders and Required Term B Lenders and (iii) to permit any such additional credit facilities which are term facilities to share ratably with the Term Loans in the application of prepayments and to permit any such credit facilities which are revolving credit facilities to share ratably with the Revolving Facility in the application of prepayments).

Notwithstanding the foregoing, this Credit Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Credit Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Credit Agreement and the other Credit Documents with the Term Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding anything to the contrary contained in this Section 11.01, (a) if the Administrative Agent and the Borrower shall have jointly identified an obvious mistake, ambiguity or error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical nature, in each case, in any provision of any Credit Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Credit Party shall be permitted to amend such provision or cure any mistake, ambiguity, defect or inconsistency and such amendment shall become effective without any further action or consent of any other party to any Credit Document, and (b) the Borrower and the Administrative Agent and/or the Collateral Agent shall have the right to amend any Credit Document without notice to or consent of any other person to the extent described in the last paragraph of each of Sections 2.14(b) and (c) and in Section 1.08 or for the purpose of ensuring the enforceability of any local law pledge agreement entered into with respect to the Capital Stock of any Foreign Subsidiary.

Without the consent of any other person, the applicable Credit Party(ies) and the Administrative Agent and/or Collateral Agent may (in its or their respective sole discretion, or shall, to the extent required by any Credit Document) enter into any amendment or waiver of any Credit Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the holders of the Obligations, or as required by local law or advice of local counsel to give effect to, or protect any security interest for the benefit of the holders of the Obligations, in any property or so that the security interests therein comply with applicable requirements of Law or to cause the applicable guarantee, collateral security document or other document to be consistent with this Credit Agreement and the other Credit Documents.

The Borrower and the Administrative Agent shall enter into such amendments to the Credit Documents (without the consent of any other party) relating to the mechanics (in terms of determining index rates, borrowing times and notice periods, Statutory Reserves or otherwise) of Borrowings in any Alternative Currency as may be reasonably requested by the Administrative Agent to conform to the requirements of loans made in such Alternative Currency (as reasonably determined by the Administrative Agent), and the Administrative Agent shall notify the Multicurrency Revolving Lenders following the execution of any such amendments and such amendment shall become effective within five (5) Business Days unless a Multicurrency Revolving Lender shall have notified the Administrative Agent in writing of its objection thereto and the reason for any such objection prior to the end of such five Business Day period.

This Section 11.01 shall be subject to the provisions of the last sentence of Section 11.22.

11.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or, with confirmation of receipt, electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, an Agent, an L/C Issuer or the Swingline Lender, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02;

(ii) if to any Credit Party other than the Borrower, in care of the Borrower at the address, telecopier number, electronic mail address or telephone number specified for the Borrower on Schedule 11.02; and

(iii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided that* the foregoing shall not apply to notices to any Lender or L/C Issuer pursuant to Article II if such Lender or L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided that* approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent (a) to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, if available, return e-mail or other written acknowledgement) and (b) by facsimile shall be deemed received upon the sender's receipt of a notice of the successful transmission of such facsimile or upon the recipient's written acknowledgement of receipt of such facsimile; *provided that*, in each case, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CREDIT PARTY MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE CREDIT PARTY MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE CREDIT PARTY MATERIALS OR THE PLATFORM. In no event shall any Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Credit Party, Lender, L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Credit Party's or any Agent's transmission of Credit Party Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Agent Party or its material breach of this Credit Agreement; *provided, however, that* in no event shall any Agent Party have any liability to any Credit Party, Lender, L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, each Agent, each L/C Issuer and the Swingline Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, each Agent, each L/C Issuer and the Swingline Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by each Agent, L/C Issuer and Lender. Each Agent, L/C Issuer and Lender shall be entitled to rely and act upon any notices (including telephonic Loan Notices and Loan Notices for Swingline Loans) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent, L/C Issuer, Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with any Agent may be recorded by such Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies; Enforcement.

No failure by any Lender, L/C Issuer, Swingline Lender or Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Credit Document, the authority to enforce rights and remedies hereunder and under the other Credit Documents against the Credit Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 9.02 for the benefit of all the Lenders and the L/C Issuers; *provided, however, that* the foregoing shall not prohibit (a) any Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as such Agent) hereunder and under the other Credit Documents, (b) any L/C Issuer or the Swingline Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swingline Lender, as the case may be) hereunder and under the other Credit Documents, (c) any Lender from exercising setoff rights in accordance with Section 11.08 (subject to the terms of Section 2.12), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Credit Party under any Debtor Relief Law; and *provided, further, that* if at any time there is no Person acting as Administrative Agent hereunder and under the other Credit Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 9.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.12, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable documented out-of-pocket expenses incurred by each Agent and its Affiliates and each Lead Arranger (including the reasonable and invoiced fees, charges and disbursements of any one counsel for any Agent, plus one local counsel in any jurisdiction reasonably necessary), in connection with the administration, syndication and closing of the credit facilities provided for herein, the preparation, due diligence, negotiation, execution, delivery and administration of this Credit Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated and whether or not such amendment or waiver becomes effective), (ii) all reasonable documented out-of-pocket expenses incurred by any L/C Issuer in connection with the issuance, amendment or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable documented out-of-pocket expenses incurred by any Agent, Lender, L/C Issuer or Lead Arranger (including the reasonable documented fees, charges and disbursements of one counsel to the Agents, Lenders and L/C Issuers taken as a whole, plus one local counsel to the Agents, Lenders, L/C Issuers and Lead Arrangers taken as a whole in each relevant jurisdiction and, in the event of any actual or potential conflict of interest, one additional counsel to each affected Agent, Lender, L/C Issuer and Lead Arranger plus one local counsel in each relevant jurisdiction for each affected Lender, Agent, L/C Issuer and Lead Arranger) in connection with the enforcement or protection of its rights (A) in connection with this Credit Agreement and the other Credit Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. All amounts due under this Section 11.04(a) shall be paid within sixty (60) days following receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail; *provided that* with respect to the Closing Date, all amounts due under this Section 11.04(a) shall be paid on the Closing Date solely to the extent invoiced to the Borrower at least three (3) Business Days prior to the Closing Date (or such shorter period as the Borrower shall reasonably agree).

(b) Indemnification by the Borrower. The Borrower shall indemnify each Agent (and any sub-agents thereof), Lender, L/C Issuer and Lead Arranger, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including any settlement costs and reasonable fees, charges and disbursements of one counsel for any Indemnitee plus one local counsel in each reasonably necessary jurisdiction and in the event of any actual or perceived conflict of interest, one additional counsel for each affected party plus one additional local counsel in each reasonably necessary jurisdiction), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Credit Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Credit Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any sub-agents thereof) and their Related Parties only, the administration of this Credit Agreement and the other Credit Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any Environmental Liability related to the Borrower or any of its Subsidiaries, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Credit Party, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of comparative, contributory or sole negligence of the Indemnitee; *provided that* such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or its material breach of this Credit Agreement or any other Credit Document, (y) result from any settlement entered into by any Indemnitee without the Borrower's written consent, which shall not be unreasonably withheld or delayed, (y) result from disputes between and among Persons otherwise entitled to indemnification and to which Holdings, the Borrower or any of its Subsidiaries is not a party (provided that this clause (y) shall not apply to disputes involving the Administrative Agent or any other agent or arranger in its capacity as such) or (z) result from a claim brought by the Borrower or any other Credit Party against an Indemnitee for a breach in bad faith of such Indemnitee's obligations hereunder or under any other Credit Document, if the Borrower or such Credit Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. All amounts due under this Section 11.04(b) shall be paid within thirty (30) days after written demand therefor (together with backup documentation supporting such reimbursement request); *provided, however, that* such Indemnitee shall promptly refund such amount to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification rights with respect to such payment pursuant to the express terms of this Section 11.04(b).

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsections (a) or (b) of this Section to be paid by them to any Agent (or any sub-agent thereof), L/C Issuer or Related Party of any of the foregoing, each Lender severally agrees to pay to such Agent (or any such sub-agent), L/C Issuer or Related Party, as the case may be (but, in each case, without affecting the Borrower's obligations with respect thereto), such Lender's Aggregate Revolving Commitment Percentage or, in the case of L/C Obligations, L/C Commitment Percentage (as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided that* the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub-agent), L/C Issuer in its capacity as such, or Related Party of any of the foregoing acting for such Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Credit Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Credit Agreement or the other Credit Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of any Agent and L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside.

To the extent that any payment by or on behalf of the Borrower is made to any Agent, L/C Issuer or Lender, or any Agent, L/C Issuer or Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any Agent, L/C Issuer or Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and L/C Issuer severally agrees to pay to such Agent on demand its applicable share (without duplication) of any amount so recovered from or repaid by such Agent *plus* interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Credit Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Credit Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (other than in connection with a transaction permitted by Section 8.04 or Section 8.05) and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of subsection (b) of this Section 11.06, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section 11.06, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section 11.06 (and any other attempted assignment or transfer by any party hereto shall be null and void); *provided, however, that* notwithstanding the foregoing or anything else in this Credit Agreement to the contrary, no Lender may assign or transfer by participation any of its rights or obligations hereunder to (i) any Person that is a Defaulting Lender or (ii) to Holdings, the Borrower or any of their respective Subsidiaries (except pursuant to or as contemplated by Section 2.05(a)(i)(v) or Section 11.06(j)). Nothing in this Credit Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 11.06 and, to the extent expressly contemplated hereby, the Related Parties of each of each Agent, L/C Issuer and Lender) any legal or equitable right, remedy or claim under or by reason of this Credit Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one (1) or more Eligible Assignees (other than a Disqualified Institution unless the Borrower consents to such assignment to such entity, in which case such entity will not be considered a Disqualified Institution for the purpose of such assignment) all or a portion of its rights and obligations under this Credit Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations and in Swingline Loans) at the time owing to it); *provided that*:

(i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than (A) in the case of Revolving Commitments and Revolving Loans, [*figure redacted*], (B) [reserved], and (C) in the case each of the Term Loans, [*figure redacted*], unless, in each case, each of the Administrative Agent and, so long as no Specified Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed and *provided that* the Borrower shall be deemed to have consented to any such assignment (other than any assignment under the Revolving Facility) unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof), it being understood that assignments to a Lender or an Affiliate of a Lender or an Approved Fund shall not be subject to such minimum amounts;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Dollar Revolving Lender's rights and obligations under this Credit Agreement with respect to the Dollar Revolving Loans and the Dollar Revolving Commitment assigned, except that this clause (ii) shall not apply to rights in respect of Swingline Loans;

(iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Multicurrency Revolving Lender's rights and obligations under this Credit Agreement with respect to the Multicurrency Revolving Loans and the Multicurrency Revolving Commitment assigned;

(iv) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Term B Lender's rights and obligations under this Credit Agreement with respect to the Term Loans or Term B Commitment assigned;

(v) any assignment of (A) a Dollar Revolving Commitment and Dollar Revolving Loans must be approved by the Administrative Agent, each Dollar L/C Issuer and the Swingline Lender and, so long as no Specified Event of Default has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); *provided that* the Borrower's approval shall not be required if the proposed assignee is a Revolving Lender, an Affiliate of a Revolving Lender or an Approved Fund; (B) a Multicurrency Revolving Commitment and Multicurrency Revolving Loans must be approved by the Administrative Agent, each

Multicurrency L/C Issuer and the Swingline Lender and, so long as no Specified Event of Default has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); *provided that* the Borrower's approval shall not be required if the proposed assignee is a Revolving Lender, an Affiliate of a Revolving Lender or an Approved Fund; (C) the Term Loans must be approved by the Administrative Agent and, so long as no Specified Event of Default has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); *provided that* no approval shall be required if the proposed assignee is a Lender, an Affiliate of a Lender or an Approved Fund; and (D) [reserved]; and

(vi) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of [*figure redacted*], and the Eligible Assignee, if it shall not be a Lender, shall (A) deliver to the Administrative Agent an Administrative Questionnaire and (B) deliver to the applicable Borrower and the Administrative Agent the forms required to be delivered pursuant to Section 3.01(e).

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 11.06, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Credit Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Credit Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Credit Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Credit Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 11.04 (subject to the requirements and limitations of such Sections) with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the applicable Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Credit Agreement that does not comply with this subsection shall be treated for purposes of this Credit Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section 11.06.

In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or sub-participations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Credit Agreement until such compliance occurs.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and related interest amounts) of the Loans and L/C Obligations and the interest thereon owing and paid to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Credit Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by each of the Borrower, the Agents, the Lenders (solely with respect to each Lender's own Loans and Commitments) and the L/C Issuers at any reasonable time and from time to time upon reasonable prior notice.

Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee's completed Administrative Questionnaire (unless the Eligible Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 11.06 and any written consent to such assignment required by paragraph (b) of this Section 11.06, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; *provided that* if either the assigning Lender or the Eligible Assignee shall have failed to make any payment required to be made by it pursuant to Section 2.02(b), 2.03(c), 2.04(b), 2.11(b) or 11.04(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Credit Agreement unless it has been recorded in the Register as provided in this paragraph.

Notwithstanding anything to the contrary in this Credit Agreement, the Borrower, Holdings, the other Credit Parties and the Lenders acknowledge and agree that in no event shall the Administrative Agent (in each case in its capacity as such) be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender is a Disqualified Institution or (y) have any liability with respect to any assignment or participation of Loans or Commitments, or any disclosure of confidential information, to any Disqualified Institution.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, the Borrower or any of the Borrower's Affiliates or Subsidiaries, a Defaulting Lender, or, to the extent the list thereof has been made available to all Lenders upon request, any Disqualified Institution) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Credit Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swingline Loans) owing to it); *provided that* (i) such Lender's obligations under this Credit Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Agents, the Lenders and the L/C Issuers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Credit Agreement. Each Lender, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register for the recordation of the names and addresses of such Participants and the rights, interests or obligations of such Participants in any Obligation, in any Commitment and in any right to receive any principal, interest and other payments thereunder (the "Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error and the Borrower and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Credit Agreement notwithstanding any notice to the contrary; *provided that* no Lender shall have the obligation to disclose all or a portion of the Participant Register (including the identity of the Participant or any information relating to a Participant's interest in any Loans or other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that any loans are in registered form for U.S. federal income Tax purposes under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b) of the proposed United States Treasury Regulations.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Credit Agreement and the other Credit Documents and to approve any amendment, modification or waiver of any provision of this Credit Agreement or the other Credit Documents; *provided that* such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 11.01(a)(iii) or (iv) or, to the extent the Participant is affected thereby, Section 11.01(b)(i), (ii) or (iii). Subject to subsection (e) of this Section 11.06, each Participant (i) shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations of such Sections including the requirements under Section 3.01(e) (it being understood that the documentation required under Section 3.01(e) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section 11.06 and (ii) shall be subject to Sections 3.06 and 11.13(a) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section 11.06. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender; *provided that* such Participant agrees to be subject to Section 2.12 as though it were a Lender.

(e) Limitation upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent to such sale, not to be unreasonably withheld or delayed (it being agreed, without limitation, that it will be reasonable for the Borrower to withhold consent if giving consent would result in increased indemnification obligations at the time the participation takes effect or would be reasonably certain to result in increased indemnification obligations thereafter as a result of a Change in Law announced prior to the time the participation takes effect). For the avoidance of doubt, a Participant entitled to benefits under Section 3.01, 3.04 or 3.05 shall be subject to all of the limitations and requirements of such Sections as if it were a Lender (including, in the case of Section 3.01, all of the limitations in the definition of Excluded Taxes).

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Credit Agreement (including under its Note(s), if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other governmental authority; *provided that* no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (other than a Disqualified Institution) identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Credit Agreement; *provided that* (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if a SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.11(b)(i), but neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Credit Agreement except, in the case of Section 3.01, to the extent that the grant to the SPC was made with the prior written consent of the Borrower in its sole discretion. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Credit Agreement for which a Lender would be liable, and the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Credit Document, remain the lender of record hereunder. The making of a Loan by a SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Credit Agreement) that, prior to the date that is one (1) year and one (1) day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent and with the payment of a processing fee in the amount of [*figure redacted*], assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC. Each SPC (i) shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations of such Sections) to the same extent as if it were a Granting Lender and had acquired its interest by assignment pursuant to Section 11.06(b) (it being understood that the documentation required under Section 3.01(e) shall be delivered solely to the Granting Lender) and (ii) shall be subject to Sections 3.06 and 11.13(a) to the same extent as if it were a Granting Lender and had acquired its interest by assignment pursuant to Section 11.06(b). A SPC shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Granting Lender would have been entitled to receive with respect to the interest granted to such SPC unless the grant of the interest is made with the Borrower's prior written consent to such grant, not to be unreasonably withheld or delayed (it being agreed, without limitation, that it will be reasonable for the Borrower to withhold consent if giving consent would result in increased indemnification obligations at the time the grant to the SPC takes effect or would be reasonably certain to result in increased indemnification obligations thereafter as a result of a Change in Law announced prior to the time the grant to the SPC takes effect). For the avoidance of doubt, an SPC entitled to benefits under Section 3.01, 3.04 or 3.05 shall be subject to all of the limitations and requirements of such Sections as if it were a Granting Lender (including, in the case of Section 3.01, all of the limitations in the definition of Excluded Taxes).

(i) Resignation as L/C Issuer or Swingline Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time any L/C Issuer or Swingline Lender assigns all of its Commitment and Loans pursuant to subsection (b) above, such L/C Issuer or Swingline Lender may, (i) upon thirty (30) days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon thirty (30) days' notice to the Borrower, resign as Swingline Lender. In the event of any such resignation as L/C Issuer or Swingline Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swingline Lender hereunder; *provided, however, that* no failure by the Borrower to appoint any such successor shall affect the resignation of such L/C Issuer or Swingline Lender as L/C Issuer or Swingline Lender, as the case may be. If any L/C Issuer resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If any Swingline Lender resigns as Swingline Lender, it shall retain all the rights of the Swingline Lender provided for hereunder with respect to Swingline Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swingline Loans pursuant to Section 2.04(b). Upon the appointment of a successor L/C Issuer and/or Swingline Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swingline Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

(j) Notwithstanding anything to the contrary contained herein, any Lender may assign all or any portion of its Term B Loans to the Borrower or any of its Restricted Subsidiaries through (x) Dutch auctions open to all Lenders on a pro rata basis in accordance with procedures set forth in Exhibit 11.06(j) or (y) notwithstanding Sections 2.11 and 2.12 or any other provision in this Credit Agreement, open market purchases on a non-pro rata basis; *provided that*:

(i) in connection with assignments pursuant to clause (x) above, the Borrower or such Restricted Subsidiary shall make an offer to all Lenders to take Term B Loans by assignment pursuant to procedures set forth in Exhibit 11.06(j);

(ii) upon the effectiveness of any such assignment, such Term B Loans shall be retired, and shall be deemed cancelled and not outstanding for all purposes under this Credit Agreement;

(iii) no Default or Event of Default shall exist or be continuing or would result therefrom;

(iv) the Borrower must represent and warrant, at the time of the offer and at the time of the assignment, either (x) it does not possess material non-public information with respect to the Borrower and its Subsidiaries or the securities of any of them that has not been disclosed to the Term B Lenders generally (other than Term B Lenders who elect not to receive such information) or (y) make a statement that such representation cannot be made; and

(v) such purchases shall not be financed with the proceeds of a Revolving Loan or Swingline Loan.

(k) Notwithstanding the foregoing, if an entire Class of Loans or Commitments is refinanced or replaced in full with other Loans or Commitments hereunder, the Borrower shall have the option, with the consent of the Administrative Agent and subject to at least three (3) Business Days' advance notice (which notice may be rescinded if the transactions contemplated by such refinancing are not consummated) to each Lender holding any Class of Loans or Commitments being refinanced or replaced to consummate such refinancing or replacement of such Class by way of assignment by purchasing each such Lender's Loans or unfunded Commitments at par, accompanied by payment of any accrued interest and fees, including any prepayment premiums thereon instead of prepaying the Loans or reducing or terminating the Commitments to be refinanced or replaced. The assigned Loans and Commitments shall be amended immediately thereafter in accordance with Section 11.01 to reflect the terms of any such refinancing or replacement. The assignee under any such assignment may be (but shall not be required to be) any Agent, any Lender, any arranger of the new Loans or Commitments or any other Person designated by any Agent. By receiving the purchase price, the Lenders having the replaced or refinanced Class of Loans or Commitments shall automatically be deemed to have assigned such Loans or Commitments pursuant to the terms of an Assignment and Assumption, and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this paragraph are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral.

11.07 Treatment of Certain Information; Confidentiality.

Each of the Agents, Lenders and L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Credit Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Credit Agreement (other than any Disqualified Institution or Person to which the Borrower has affirmatively denied to provide consent to the assignment thereto), (ii) any actual or prospective counterparty (or advisors) to any swap, derivative transaction relating to the Borrower and their obligations (other than any Disqualified Institution or Person to which the Borrower has affirmatively denied to provide consent to the assignment thereto), (g) subject to each such Person being informed of the confidential nature of the Information and to their agreement to keep such Information confidential, to (i) an investor or prospective investor in securities issued by an Approved Fund that also agrees that Information shall be used solely for the purpose of evaluating an investment in such securities issued by the Approved Fund, (ii) a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in securities issued by an Approved Fund in connection with the administration, servicing and reporting on the assets serving as collateral for securities issued by an Approved Fund, or (iii) a nationally recognized rating agency that requires access to information regarding the Credit Parties, the Loans and Credit Documents in connection with ratings issued in respect of securities issued by an Approved Fund, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Agent, Lender, L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent and the Lenders may disclose the existence of this Credit Agreement and information about this Credit Agreement to market data collectors, similar service providers to the lending industry and service providers to the Lead Arrangers, Agents and the Lenders in connection with the administration of this Credit Agreement, the other Credit Documents, the Loans and the Commitments. To the extent permitted by section 275 of the APPSA, the parties agree to keep all information of the kind mentioned in section 275(1) of the APPSA confidential and not to disclose that information to any other person, other than to the extent permitted hereunder.

For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the any Agent, Lender or L/C Issuer on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. In the case of Information received from the Borrower or any Subsidiary after the Closing Date, such Information is clearly identified at the time of delivery. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Agents, Lenders and L/C Issuers acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including applicable Securities Laws.

11.08 Right of Setoff.

If an Event of Default shall have occurred and be continuing, each Lender, L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower or any other Credit Party against any and all of the obligations of the Borrower or such Credit Party now or hereafter existing under this Credit Agreement or any other Credit Document to such Lender or L/C Issuer, irrespective of whether or not such Lender or L/C Issuer shall have made any demand under this Credit Agreement or any other Credit Document and although such obligations of the Borrower or such Credit Party may be contingent or unmatured or are owed to a branch or office of such Lender or L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; *provided that* in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents, the L/C Issuers, and the Lenders, and (y) the Defaulting Lender shall provide promptly to each Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, L/C Issuer or their respective Affiliates may have. Each Lender and L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; *provided that* the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation.

Notwithstanding anything to the contrary contained in any Credit Document, the interest paid or agreed to be paid under the Credit Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the applicable Borrower. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

This Credit Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Credit Agreement and the other Credit Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in

Section 5.01, this Credit Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto.

Delivery of an executed counterpart of a signature page of this Credit Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Credit Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Credit Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided that* nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Credit Parties, electronic images of this Credit Agreement or any other Credit Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Credit Documents based solely on the lack of paper original copies of any Credit Documents, including with respect to any signature pages thereto.

11.11 Survival of Representations and Warranties.

All representations and warranties made hereunder and in any other Credit Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and Lender, regardless of any investigation made by any Agent or Lender or on their behalf and notwithstanding that any Agent or Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability.

If any provision of this Credit Agreement or the other Credit Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Credit Agreement and the other Credit Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.12, if and to the extent that the enforceability of any provisions in this Credit Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Agents or the applicable L/C Issuer, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.13 <u>Replacement of Lenders</u>.

(a) If any Lender requests compensation under <u>Section 3.04</u>, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to <u>Section 3.01</u>, or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, <u>Section 11.06</u>), all of its interests, rights and obligations under this Credit Agreement and the related Credit Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), (y) terminate the Commitment of such Lender, and/or (z) (1) repay all Obligations of the Borrower owing to such Lender (other than an L/C Issuer) relating to the Loans and participations held by such Lender as of such termination date or (2) in the case of an L/C Issuer, repay all Obligations of the Borrower owing to such L/C Issuer relating to the Loans and participations held by such L/C Issuer as of such termination date and Cash Collateralize, cancel or back-stop on terms satisfactory to such L/C Issuer and Letters of Credit issued by it; *provided that*:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in <u>Section 11.06(b)</u>;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Credit Documents (including any amounts under <u>Section 3.05</u>) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under <u>Section 3.04</u> or payments required to be made pursuant to <u>Section 3.01</u>, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable Laws; and

(v) such assignment is recorded in the Register.

(b) If, in connection with any proposed amendment, change, waiver, discharge or termination of any of the provisions of this Credit Agreement or any other Credit Document as contemplated by <u>Section 11.01</u>, the consent of the Required Lenders (or Required Multicurrency Revolving Lenders, Required Dollar Revolving Lenders or Required Term B Lenders, as the case may be) is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this <u>clause (b)</u> being referred to as a "<u>Non-Consenting Lender</u>"), then, (I) at the Borrower's request, any Eligible Assignee reasonably acceptable to the Administrative Agent that consents to such amendment, change, waiver, discharge or termination shall have the right to purchase from such Non-Consenting Lender, and such Non-Consenting Lender agrees that it shall, upon the Administrative Agent's request, sell and assign to such Eligible Assignee, all of the Commitments and Loans of such Non-Consenting Lender for an amount equal to the principal balance of all Loans and L/C Advances held by such Non-Consenting Lender and all accrued and unpaid interest and fees with respect thereto through the date of sale and payment to the Administrative Agent of the assignment fee under <u>Section 11.06(b)</u>; *provided, however, that* such purchase and sale shall not be effective until (x) in the case of this <u>clause (x)</u>, to the extent requested by the Administrative Agent, the Administrative Agent shall have received from such Eligible Assignee an agreement in form and substance satisfactory to the Administrative Agent and the Borrower whereby such Eligible Assignee shall agree to be bound by the terms hereof (*provided that* if any such Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Lender, then such Lender shall be deemed to have executed and delivered such Assignment and Assumption, in each case without any action on the part of the Lender) and (y) such Non-Consenting Lender shall have received payments of all Loans and L/C Advances held by it and all accrued and unpaid interest and fees with respect thereto and all other amounts payable to it hereunder through the date of the sale, but upon the satisfaction of the requirements set forth in clause (x) (in the case of clause (x), if so requested by the Administrative Agent) and clause (y) of this proviso, such purchase and sale shall be deemed effective and such Eligible Assignee shall be deemed the holder of such Loans, Commitments and L/C Advances of such Non-Consenting Lender or (II) if a Non-Consenting Lender is being replaced in connection with any Extension Request or amendment in connection with Refinancing Debt, a Repricing Transaction, or Replacement Revolving Commitments, the Borrower shall have the option, with the consent of the Administrative Agent and subject to advance notice (which notice may be rescinded if the Refinancing or replacement transaction contemplated in such notice is not consummated) to such Non-Consenting Lender(s), in lieu of execution of an Assignment and Assumption as otherwise provided for in this clause (b), effect such assignment by purchasing any such Non-Consenting Lender's Loans (which shall be automatically cancelled upon consummation of such acquisition) and unfunded Commitments at par *plus* any amount required to be paid pursuant to Section 2.06(d) (allocated among the applicable Lenders in the same manner as would be required if such Loans were being optionally prepaid or such Commitments were being optionally reduced or terminated by the Borrower), accompanied by payment of any accrued interest and fees thereon, and by receiving such purchase price, the applicable Lender(s) shall automatically be deemed to have assigned such Loans or Commitments pursuant to the terms of an Assignment and Assumption as if a signatory thereto, and accordingly no other action by such Lender(s) shall be required in connection therewith. Each Lender agrees that, if it becomes a Non-Consenting Lender, to the extent requested by the Administrative Agent, it shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Note (if the assigning Lender's Loans are evidenced by a Note) subject to such Assignment and Assumption.

(c) In the event that (i) the Borrower or the Administrative Agent has requested that the Lenders consent to a departure or waiver of any provisions of the Credit Documents or agree to any amendment thereto, including any Extension Request or amendment in connection with Refinancing Debt, a Repricing Transaction, or Replacement Revolving Commitments, (ii) the consent, waiver or amendment in question requires the agreement of each affected Lender or each Lender of a Class in accordance with the terms of Section 11.01 or each directly and adversely affected Lender and (iii) the Required Lenders (or, in lieu of the Required Lenders, in the case of a consent, waiver or amendment involving all of a directly and adversely affected Class of Lenders (including any Extension Request or amendment in connection with Refinancing Debt, a Repricing Transaction, or Replacement Revolving Commitments), at least [*percentage redacted*] (of the aggregate principal amount) of such Class (in lieu of any requirement to obtain the consent of the Required Lenders)) have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender."

(d) A Lender that has assigned its interests, rights and obligations under this Credit Agreement and the related Credit Documents pursuant to this Section 11.13 shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 11.04 (subject to the requirements and limitations of such Sections) with respect to facts and circumstances occurring prior to the effective date of such assignment.

(e) A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS CREDIT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF SUCH STATE AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS CREDIT AGREEMENT OR IN ANY OTHER CREDIT DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT AGAINST ANY OTHER PARTY HERETO OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS CREDIT AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER

PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS CREDIT AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 USA PATRIOT Act Notice.

Each Lender that is subject to the Act (as hereinafter defined) and the Agents (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or Agent, as applicable, to identify the Borrower in accordance with the Patriot Act.

11.17 Designation as Senior Debt.

All Obligations shall be "Designated Senior Indebtedness" (or such similar defined term) for purposes of all documentation governing Subordinated Debt, to the extent such concept exists in the documentation governing such Subordinated Debt.

11.18 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Credit Agreement provided by the Agents and the Lead Arrangers are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Agents and the other Lead Arrangers, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents; (ii) (A) each Agent, Lender and Lead Arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) no Agent, Lender or Lead Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; and (iii) the Agents, Lenders and the Lead Arrangers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and no Agent or any Lead Arranger has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waive and release any claims that it may have against any Agent, Lender or Lead Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.19 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Credit Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.20 Judgment Currency; Submission to Jurisdiction.

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Credit Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Credit Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Credit Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other person who may be entitled thereto under applicable law).

By the execution and delivery of this Credit Agreement, each Credit Party (i) hereby designates and appoints the Borrower as its authorized agent upon which process may be served in any suit or proceeding arising out of or relating to this Credit Agreement that may be instituted in New York Courts, (ii) submits to the jurisdiction of any such court in any such suit or proceeding and (iii) agrees that service of process upon Borrower and written notice of said service to the Borrower in accordance with the manner provided for notices in Section 11.02 shall be deemed in every respect effective service of process upon such Credit Party, in any such suit or proceeding. Each Credit Party further agrees to take any and all action, including the execution and filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment of the Borrower in full force and effect so long as this Credit Agreement is in effect. To the extent that any Credit Party has or hereafter may acquire any immunity from jurisdiction of any court of (i) any jurisdiction in which it owns or leases property or assets or (ii) the United States or the State of New York or any political subdivision of either or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property and assets or this Credit Agreement or any of the other Credit Documents or actions to enforce judgments in respect of any thereof, such Credit Party hereby irrevocably waives such immunity in respect of its obligations under the above-referenced documents, to the extent permitted by law. Nothing in this Credit Agreement, any other Credit Document will affect the right of any party to this Credit Agreement to serve process in any other manner permitted by law.

11.21 Acknowledgement Regarding Any Supported QFCs.

To the extent that the Credit Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

11.22 Restricted Lenders.

In relation to each Lender that notifies the Administrative Agent and the Borrower to such effect in writing (each, a "Restricted Lender"), Section 6.24, Section 7.06 and, solely as it relates to compliance with Section 6.24, Article V, shall only apply to such Restricted Lender to the extent that such provision would not result in (a) any violation of, conflict with or liability under EU Regulation (EC) 2271/96 or (b) a violation or conflict with section 7 of the German Foreign Trade and Payments Ordinance (*Aujienwirtschaftsverordnung*) or a similar anti-boycott statute. The election of any Lender who elects to be a Restricted Lender shall remain in effect until such time as such Restricted Lender advises the Administrative Agent and the Borrower in writing that it is no longer a Restricted Lender. In connection with any amendment, waiver, determination or direction relating to any part of Section 6.24, Section 7.06 and, solely as it relates to compliance with Section 6.24, Article V, of which such Restricted Lender does not have the benefit, the Commitments, Loans and Obligations of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Required Lenders, Required Dollar Revolving Lenders, Required L/C Lenders, Required Multicurrency Revolving Lenders, Required Revolving Lenders or Required Term B Lenders, as applicable, has been obtained or whether the determination or direction by such Lenders has been made.

11.23 <u>Québec Security.</u>

Without limiting the generality of any provisions of this Credit Agreement or of any other Credit Document, each Lender hereby appoints and designates the Collateral Agent (or any successor thereto), as part of its duties as Collateral Agent, to act on behalf of each of the Lenders and other present and future Secured Parties as the hypothecary representative within the meaning of article 2692 of the Civil Code of Québec in order to hold any hypothec granted under the laws of the Province of Québec as security for any of the Obligations pursuant to any Deed of Hypothec and to exercise such rights and duties as are conferred upon a hypothecary representative under the relevant Deed of Hypothec and applicable Laws (with the power to delegate any such rights or duties). The execution prior to the date hereof by such Collateral Agent in its capacity as the hypothecary representative of any Deed of Hypothec is hereby ratified and confirmed. Any Person who becomes a Lender or any successor Collateral Agent or any other Secured Party shall be deemed to have consented to and ratified the foregoing appointment of the Collateral Agent as hypothecary representative, on behalf of all Lenders. For greater certainty, the Collateral Agent, acting as hypothecary representative, shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Credit Agreement, which shall apply *mutatis mutandis*.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its authorized signatory as of the date first above written.

DYE & DURHAM CORPORATION

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Chief Financial Officer

DYE & DURHAM LIMITED

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Chief Financial Officer

CAN-ACT PAYMENT SERVICES LP / SERVICES DE PAIEMENT CAN-ACT S.E.C., by its general partner**, DND ELECTRONIC TAX FILING SOLUTIONS GP INC./DND SOLUTIONS DE DÉCLARATION ET DE PAIEMENT ÉLECTRONIQUES DE TAXES ET D'IMPÔTS COMMANDITÉ INC.**

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

DND ELECTRONIC TAX FILING SOLUTIONS GP INC./DND SOLUTIONS DE DÉCLARATION ET DE PAIEMENT ÉLECTRONIQUES DE TAXES ET D'IMPÔTS COMMANDITÉ INC.

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

DND TRANSACTION SERVICES INC.

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

DND CASH MANAGEMENT SOLUTIONS GP / DND SOLUTIONS DE GESTION DE TRÉSORERIE S.E.N.C., by its managing partner**, DND TRANSACTION SERVICES INC./ SERVICES TRANSACTIONNELS DND INC.**

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

DND ELECTRONIC MORTGAGE PROCESSING SOLUTIONS GP/DND SOLUTIONS ELECTRONIQUES DE TRAITEMENT DE PRETS HYPOTHECAIRES S.E.N.C., by its managing partner**, DND TRANSACTION SERVICES INC./SERVICES TRANSACTIONNELS DND INC.**

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

DYE & DURHAM MERCURY LTD.

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

KORBITEC INC.

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

GHOST PRACTICE INC.

By: *"Awele Obiago" (signed)*
Name: Awele Obiago
Title: Secretary

DYE & DURHAM (UK) LIMITED

By: *"Tom Durbin St Geroge" (signed)*
Name: Tom Durbin St George
Title: Director

INSIGHT LEGAL SOFTWARE LTD.

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Director

QUILL PINPOINT LIMITED

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Director

DYE & DURHAM (UK) HOLDINGS LIMITED

By: *"Tom Durbin St George" (signed)*
Name: Tom Durbin St George
Title: Director

DYE & DURHAM INFORMATION PTY LTD.

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Director

DYE & DURHAM SOLUTIONS PTY LTD.

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Director

DYE & DURHAM TERRAIN PTY LTD.

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Director

SETTSPLUS PTY LTD.

By: *"Frank Di Liso" (signed)*
Name: Frank Di Liso
Title: Director