IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
LUCKY BUCKS, LLC, *et al.*,[1]	)	Case No. 23-10758 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 146, 183, 187 & 214**

NOTICE OF FILING OF SECOND AMENDMENT TO PLAN SUPPLEMENT

PLEASE TAKE NOTICE that, on July 10, 2023, the OpCo Debtors filed the *Notice of Filing of Plan Supplement for the OpCo Plan* [Docket No. 146] (the "Initial Plan Supplement") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that, on July 21, 2023, the OpCo Debtors filed an amendment to the Initial Plan Supplement [Docket No. 183] (the "First Amended Plan Supplement") in support of the *First Amended Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* [Docket No. 187] (the "OpCo Plan"),[2] to reflect, among other things, certain changes and additions to the New Organizational Documents.

PLEASE TAKE FURTHER NOTICE that, on July 24, 2023, the Court confirmed the OpCo Plan, and, on July 28, 2023, entered the *Findings of Fact, Conclusions of Law, and Order Confirming the OpCo Debtors' Joint Chapter 11 Plan and Approving the Disclosure Statement as it Relates Thereto for Case Nos. 23-10757 and 23-10758* [Docket No. 214].

PLEASE TAKE FURTHER NOTICE that the OpCo Debtors hereby file this second amendment to the Initial Plan Supplement (the "Second Amended Plan Supplement," and together with the Initial Plan Supplement and the First Amended Plan Supplement, the "Plan Supplement"), to reflect certain additional changes to the documents included therein.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A-1** is the revised Amended and Restated Limited Liability Company Agreement for LB NewHoldCo, LLC (the "LLCA"), and attached hereto as **Exhibit A-2** is a changed-pages blackline reflecting the changes made to the LLCA filed with the First Amended Plan Supplement.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a list of the directors of LB NewHoldCo, LLC.

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[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal identification number, include: (i) Lucky Bucks, LLC ("Lucky Bucks") (4376); (ii) Lucky Bucks HoldCo, LLC ("HoldCo and, together with Lucky Bucks, the "OpCo Debtors") (0081); and (iii) Lucky Bucks Holdings LLC ("Holdings") (3221). The Debtors' primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the OpCo Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit C-1** is the revised OpCo Exit Facility Credit Agreement, and attached hereto as **Exhibit C-2** is a blackline reflecting the changes made to the OpCo Exit Facility Credit Agreement filed with the Initial Plan Supplement.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit D-1** is a revised Assumed Executory Contracts and Unexpired Leases List, and attached hereto as **Exhibit D-2** is a blackline reflecting the changes made to the Assumed Executory Contracts and Leases List filed with the Initial Plan Supplement.

PLEASE TAKE FURTHER NOTICE that the OpCo Debtors reserve all rights to amend, supplement, or modify the Plan Supplement through the OpCo Plan Effective Date in accordance with the OpCo Plan, the Bankruptcy Code, and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, or the Plan Supplement, such documents are available for inspection free of charge on the Debtors' restructuring website at https://dm.epiq11.com/LuckyBucks (the "Case Website"), or you should contact Epiq Corporate Restructuring, LLC (the Debtors' Claims, Solicitation and Noticing Agent) by (1) emailing tabulation@epiqglobal.com and reference "Lucky Bucks" in the subject line, or (2) writing to the following address: Lucky Bucks, LLC Ballot Processing, c/o Epiq Corporate Restructuring LLC, 10300 SW Allen Boulevard, Beaverton, OR 97005. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: http://www.deb.uscourts.gov.

Dated: September 28, 2023
Wilmington, Delaware

/s/ David T. Queroli

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EXHIBIT A-1

Revised Amended and Restated Limited Liability Company Agreement for LB NewHoldCo, LLC

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

LB NEWHOLDCO, LLC[1]

(a Delaware limited liability company)

Effective as of

[●], 2023

THE MEMBERSHIP INTERESTS REFERENCED IN THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND THEIR OFFER AND SALE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE MEMBERSHIP INTERESTS THAT ARE REFERENCED HEREIN MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IF THE OFFER OR SALE HAS BEEN REGISTERED AND/OR QUALIFIED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION AND/OR QUALIFICATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE. THERE IS CURRENTLY NO TRADING MARKET FOR THE MEMBERSHIP INTERESTS, AND IT IS NOT ANTICIPATED THAT ONE WILL DEVELOP. THERE ARE RESTRICTIONS UPON THE TRANSFERABILITY AND VOTING RIGHTS OF THE MEMBERSHIP INTERESTS SET FORTH HEREIN. NO SALE, TRANSFER, OR OTHER DISPOSITION BY A MEMBER OF ITS MEMBERSHIP INTERESTS MAY BE MADE EXCEPT IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN. THEREFORE, MEMBERS MAY NOT BE ABLE TO READILY LIQUIDATE THEIR INVESTMENTS.

[1] **Note**: This Agreement is contemplated to be entered into on emergence from the chapter 11 cases in accordance with the Restructuring Steps Memorandum, replacing the initial Limited Liability Company Agreement that shall have been in effect from the formation of LB NewHoldCo, LLC until emergence.

Article I DEFINITIONS 5
1.1 Definitions 5
1.2 Construction; Usage Generally 12
1.3 Cross References to Other Defined Terms 12

Article II THE COMPANY AND ITS BUSINESS 14
2.1 Formation 14
2.2 Company Name 14
2.3 Effective Date 14
2.4 Term 14
2.5 Offices 14
2.6 Registered Office and Registered Agent 15
2.7 Filings; Authorized Persons 15
2.8 Purposes 15
2.9 No Partnership 15

Article III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS 15
3.1 Admission. 15
3.2 Additional Capital Contributions 16
3.3 No Interest in Company Property 16
3.4 Distributions 16

Article IV MEMBERSHIP INTEREST 17
4.1 Membership Interest 17
4.2 Designation of Membership Interest 17
4.3 Issuance of Membership Interests; Register; Transfer 17
4.4 Certificates 18
4.5 Fractional Units 18
4.6 Persons Bound By Membership Interests 18

Article V MANAGEMENT OF THE COMPANY 18
5.1 Management and Control of the Company 18
5.2 Members Shall Not Manage or Control 19
5.3 Board of Managers. 19
5.4 Meetings of the Board of Managers 21
5.5 Quorum and Voting. 21
5.6 Board Specified Actions 21
5.7 Procedural Matters of the Board of Managers. 22
5.8 Officers. 22
5.9 Terms of Office; Resignation; Removal. 23
5.10 Related Party Transactions 23

Article VI MEMBERS AND MEETINGS 23
6.1 Members 23
6.2 Admission of New Members 24
6.3 Resignation 24

6.4 Power of Members 24
6.5 Meetings of Members 24
6.6 Place of Meetings 24
6.7 Notice of Members' Meetings 24
6.8 Waiver of Notice 25
6.9 Voting Interests 25
6.10 Quorum; Vote Required 25
6.11 Action by Written Consent of Members 25
6.12 Voting by Ballot 26
6.13 No Cumulative Voting 26
6.14 Member Specified Actions 26

Article VII EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY 26
7.1 Exculpation 26
7.2 Indemnification 27
7.3 Liability; Duties 29
7.4 Insurance 29
7.5 Limited Liability Company Opportunity 30

Article VIII ACCOUNTING; FINANCIAL AND TAX MATTERS 30
8.1 Books and Records; Reports 30
8.2 Fiscal Year; Taxable Year 32
8.3 Bank and Investment Accounts 32
8.4 Tax Election 32

Article IX TRANSFERS OF MEMBERSHIP INTERESTS; TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PREEMPTIVE RIGHTS 32
9.1 Limitation on Transfer 32
9.2 Permitted Transfers 33
9.3 Tag-Along Right 33
9.4 Drag-Along Right 35
9.5 Condition to Transfers 36
9.6 Effect of Transfer 37
9.7 Tolling 37
9.8 Preemptive Rights 37
9.9 Transfers Among Members 39
9.10 Redemption Rights Relating to Incentive Interests 40

Article X Registration rights 42
10.1 Demand Registration Right 42
10.2 Piggyback Registration Right 43
10.3 Effective Demand Registration 43
10.4 Cutback 44
10.5 Form S-3 Registration 44
10.6 Registration Procedures 45
10.7 Seller Information 47
10.8 Notice to Discontinue 48

10.9 Registration Expenses 48
10.10 Indemnification; Contribution 48
10.11 Initial Public Offering 50
10.12 Registration Rights Agreement 51

Article XI DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS 51
11.1 Events of Dissolution 51
11.2 Liquidation; Winding Up 51
11.3 Survival of Rights, Duties and Obligations 52
11.4 Claims of the Members 52

Article XII MISCELLANEOUS 52
12.1 Expenses 52
12.2 Further Assurances 52
12.3 Notices 53
12.4 Amendments; Termination 53
12.5 Severability 53
12.6 Headings and Captions 54
12.7 Counterparts 54
12.8 GOVERNING LAW 54
12.9 Jurisdiction 54
12.10 Entire Agreement; Non-Waiver 54
12.11 No Third Party Beneficiaries 54
12.12 Specific Performance 54
12.13 No Right to Partition 55
12.14 Investment Representation 55
12.15 Confidentiality 55

Exhibit A Form of Joinder
Exhibit B Form of Notice of Transfer
Schedule 5.3(a) Board of Managers
Schedule 5.3(c) Observers

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
LB NEWHOLDCO, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the "***Agreement***") of LB NewHoldCo, LLC, a Delaware limited liability company (the "***Company***"), effective as of [●], 2023 (the "***Effective Date***"), is adopted and entered into by and among the Members from time to time party hereto and the Company.

WHEREAS, the Company was formed as a limited liability company pursuant to the Act (as defined herein) by filing a Certificate of Formation (as amended, supplemented or otherwise modified from time to time, the "***Certificate***") with the Secretary of State of the State of Delaware on [●], 2023;

WHEREAS, on [●], 2023, Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("***HoldCo***"), entered into that certain Limited Liability Company Agreement of the Company (the "***Original Agreement***") as the original sole member of the Company;

WHEREAS, on June 8 and June 9, 2023, HoldCo and its subsidiary, Lucky Bucks, LLC ("***OpCo***"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq*., in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***");

WHEREAS, HoldCo's and OpCo's chapter 11 cases have been jointly administered under the case captioned *In re Lucky Bucks, LLC, et al.*, Case No. 23-10758 (KBO);

WHEREAS, pursuant to that certain *First Amended Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* (as may be amended, modified, or supplemented from time to time in accordance with its terms, the "***Plan***") as confirmed by the Bankruptcy Court pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming the OpCo Debtors' Joint Chapter 11 Plan and Approving the Disclosure Statement as it Relates Thereto* Docket No. 214 (the "***Confirmation Order***"), the Prepetition OpCo First Lien Lenders and OpCo DIP Lenders (each as defined in the Plan) will receive Membership Interests (as defined below) on account of claims held by such parties against HoldCo's and OpCo's bankruptcy estates;

WHEREAS, pursuant to the Plan, all Persons (as defined below) who are issued Membership Interests or receive Membership Interests pursuant to a Transfer (as defined below) from an existing holder thereof, as applicable, must become a party to this Agreement by signing this Agreement or a Joinder (as defined below);

WHEREAS, pursuant to the Confirmation Order and as set forth in the Plan, on the Effective Date, among other things, (a) all equity securities of the Company issued and outstanding prior to the Effective Date are discharged, terminated and canceled and (b) the equity interests set forth on the Register of Members are issued to the Members as set forth therein;

WHEREAS, pursuant to the Plan and Confirmation Order, as of the Effective Date, each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member) and is automatically deemed to be a party hereto as a Member without any further action and as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement; and

WHEREAS, pursuant to the Plan, the Company and the Members are authorized to enter into this Agreement for the purpose of (a) amending and restating the Original Agreement in its entirety, (b) governing the affairs of, and the conduct of the business of, the Company, (c) memorializing the terms of the Membership Interests and authorizing the future issuance of additional Membership Interests, including the Incentive Interests (as defined below), in accordance with this Agreement, and (d) setting forth their respective rights and obligations, in each case, as of and after the Effective Date.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

"***18% Member***" means each Member that, together with its Permitted Transferees, holds, as of the applicable date of determination, a Percentage Ownership equal to at least eighteen percent (18%).

"***Act***" means the Delaware Limited Liability Company Act, as amended from time to time.

"***Affiliate***" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "***control***" (including the terms "***controlled by***" and "***under common control with***") as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting Securities, by contract or otherwise. The term "***Affiliated***" shall have a correlative meaning. For the avoidance of doubt, an "Affiliate" of a Member shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (a) is directly or indirectly managed, advised, sub-advised or controlled by such Member or any Affiliate of such Member or (b) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Member; provided, however, that an Affiliate shall not include any portfolio company of any Person (including any Member); provided, further, that limited partners, non-managing members or other similar direct or indirect investors in a Member (in their capacities as such) shall not be deemed to be Affiliates of such Member.

"***Anchorage Member***" means Anchorage Capital Management, L.L.C. and its Affiliates who hold Membership Interests.

"***Arbour Lane Member***" means Arbour Lane Capital Management LP, on behalf of the funds and/or accounts it manages who hold Membership Interests.

"***Bardin Hill Member***" means Bardin Hill Investment Partners LP and its Affiliates who hold Membership Interests.

"***Beach Point Member***" means Beach Point Capital Management LP and its Affiliates who hold Membership Interests.

"***Board of Managers***" means the Board of Managers of the Company provided for in Article V.

"***Business Day***" means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in the State of New York.

"***Capital Contribution***" means the contribution made, or deemed to have been made, by a Member in accordance with Section 3.1.

"***Cause***" means, with respect to any holder of Incentive Interests, the definition of Cause in such holder's employment agreement and/or grant award agreement with the Company or its Subsidiaries, as applicable; provided, however, that, if no such employment or grant award agreement is in effect (or if Cause is not defined therein), then Cause shall mean, as determined by the Board of Managers in its sole discretion, the occurrence of any of the following events with respect to such holder (a) substantial or repeated failure or refusal to perform, or gross negligence in the performance of, such holder's duties and responsibilities (with or without any accommodation in accordance with applicable law) or refusal or failure to comply with a lawful direction or order of the Board of Managers; (b) misconduct that has, or could reasonably be expected to have, a material and adverse effect upon the Company or any of its Affiliates (monetarily, reputationally or otherwise); (c) breach of a fiduciary duty or duty of loyalty to the Company or any of its Affiliates; (d) engagement in fraud, theft, embezzlement or misappropriation of any material amount of money or other assets of the Company or any of its Affiliates, or any other act of material dishonesty by such holder; (e) indictment for (or the procedural equivalent thereof) or conviction of, or plea of guilty or *nolo contendere* to, any felony or any other crime involving moral turpitude (in accordance with applicable law); (f) material breach of such holder's obligations under any agreement entered into between such holder and the Company or any of its Affiliates (including any award agreement or restrictive covenant agreement); or (g) breach of the written policies or procedures of the Company or any of its Affiliates (including policies related to sexual harassment, sexual misconduct or sex-based discrimination). Any voluntary resignation of a holder's employment or service in anticipation of a termination of such holder's employment or service by the Company or any of its Affiliates for Cause shall be deemed to be a termination by the Company for Cause. Further, a holder's employment or service shall be deemed to have been terminated for Cause if, following termination of such holder's employment or services, as applicable, an act or omission is discovered (of which the Board was previously unaware) that if known at the time of termination would have justified a termination for Cause.

"***Change of Control***" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation or whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to a Third Party Purchaser (or group of Affiliated Third Party Purchasers) or (b) the consummation by the Company or a Subsidiary of the Company of any transaction or series of related transactions (including any merger, recapitalization, stock issuance, consolidation or restructuring whether by operation of law or otherwise), the result of which is that the Members of the Company or the equity holders of its Subsidiaries or their respective Affiliates, as applicable, immediately prior to such transaction (in their capacities as such) possess less than a majority of the outstanding Membership Interests or of the membership or other equity interests of any surviving entity of any such transaction immediately after the consummation of such transaction or series of related transactions (excluding from the numerator and denominator of such calculation any Incentive Interests).

"***Chief Executive Officer***" means a natural person from time to time serving as chief executive officer or co-chief executive officer of the Company.

"***COAM***" means a "Class B machine" as defined in Georgia Code, Title 50, Chapter 27, Article 3.

"***COAM Approval***" means any and all required approvals, authorizations, licenses, permits, consents, findings of suitability, registrations, clearances, exemptions or waivers of or from any COAM Authority, including those relating to the receipt of or participation in revenues directly or indirectly derived therefrom (and including the COAM Licenses).

"***COAM Authority***" means any Governmental Authority (including the GLC) responsible for or involved in the regulation of gaming or gaming activities carried on by or intended to be carried on by any Person in the United States of America (or any state therein or part thereof) which has authority over the Company, OpCo or any of their respective Subsidiaries or businesses.

"***COAM Law***" means any federal, local, state or provincial law, judgment, decree, order, rule or regulation pertaining to transacting business with a Prohibited Person or involving gambling, lotteries, sweepstakes, casinos, casino/hotels, slot or other gaming machines (including COAMs), other chance-based activities or games of skill, gaming or gaming-related activities, including any official legal interpretation of any COAM Authority relating to any of the foregoing.

"***COAM License***" means a gaming permit or license required to operate COAMs in the State of Georgia held by the Company, OpCo or any of their respective Subsidiaries, including any "Master License" (as defined in Georgia Code, Title 50, Chapter 27, Article 3) held by OpCo.

"***Code***" means the Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules.

"***Commission***" means the United States Securities and Exchange Commission.

"***Competitor of the Company***" means any Person that the Board of Managers determines in good faith is a direct or indirect competitor of the Company or any of its Subsidiaries; provided, that (a) no Person (excluding any holding company) who has a passive financial or other passive investment interest in a direct or indirect competitor of the Company or any of its Subsidiaries shall be deemed to be a Competitor of the Company so long as such Person (excluding any holding company) is not involved in the management of or otherwise provides services to such direct or indirect competitor or any of its Affiliates and has not designated, or does not have the right to designate, any member or non-voting observer of the board of directors (or similar governing body) of such direct or indirect competitor or any of its Affiliates and (b) no Member as of the Effective Date shall be deemed to be a Competitor of the Company.

"***Consolidated EBITDA***" has the meaning given to such term in the Exit Credit Agreement.

"***Contrarian Member***" means Contrarian Capital Management, LLC and its Affiliates who hold Membership Interests.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"***Excluded Issuances***" means any issuance of any equity Securities (including any equity Securities, debt Securities, or debt instruments, in each case, that are convertible into, or exercisable or exchangeable for, such equity Securities) (a) to Persons who are, or who are becoming, or who were employees, managers, directors or consultants of the Company or any of its Subsidiaries in connection with a bona fide option or equity participation plan or other bona fide compensation arrangement that is duly approved by the Board of Managers (each such arrangement, a "***Management Incentive Plan***" and, any equity interests issued thereunder, the "***Incentive Interests***"), (b) as part of a debt financing transaction or series of transactions duly approved by the Board of Managers, (c) as consideration for or as financing for an acquisition, merger, a joint venture or joint venture partnership or similar transaction duly approved by

the Board of Managers, (d) pursuant to conversion or exchange rights included in securities or Indebtedness previously issued by the Company, (e) in connection with an equity interest split, division, dividend or similar transaction or reorganization duly approved by the Board of Managers, (f) in exchange for outstanding Indebtedness or debt Securities of the Company or in connection with a consent solicitation or amendment of any outstanding Indebtedness (whether Securities or loans) of the Company, (g) offered to the public pursuant to a registration statement filed under the Securities Act, (h) issued by a Subsidiary of the Company solely to the Company or another wholly-owned direct or indirect Subsidiary of the Company or (i) as contemplated by the Plan on or after the Effective Date.

"***Exit Credit Agreement***" means that certain Credit Agreement, dated as of the Effective Date, by and among OpCo, as Borrower, Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto, as modified, amended, restated or amended and restated from time to time.

"***Exit Credit Facility***" means the term loan facility provided pursuant to the Exit Credit Agreement.

"***Family Member***" means an individual's spouse, domestic partner, sibling, child, or other lineal descendant of such individual (including adoptive relationships and stepchildren) and the spouses of each such natural person.

"***Fortress Member***" means Fortress Credit Advisors LLC and its Affiliates who hold Membership Interests.

"***GLC***" means the Georgia Lottery Corporation and any successor thereto.

"***Governmental Authority***" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing, including, for the avoidance of doubt, any applicable COAM Authority.

"***IFRS***" means the body of pronouncements issued by the International Accounting Standards Board (IASB), including International Financial Reporting Standards and interpretations approved by the IASB, as in effect from time to time (except as may be specifically set forth herein), applied on a basis consistent with the past accounting practices and procedures of OpCo. If there occurs a change in IFRS and such change would cause a change in the method of calculation of any standards, terms or measures (including all computations of amounts and ratios) used in this Agreement (an "***Accounting Change"***), then OpCo may elect that such standards, terms or measures shall be calculated as if such Accounting Change had not occurred.

"***Incentive Interests***" means the Class I Incentive Interests and any other Membership Interests issued under a Management Incentive Plan and designated as Incentive Interests by the Board of Managers.

"***Indebtedness***" means with respect to any Person, without duplication, any liability of such Person (a) for borrowed money, whether current or funded, secured or unsecured, or with respect to deposits or advances of any kind, (b) incurred or assumed as the deferred purchase price of assets, property or services (but excluding trade accounts payable arising in the ordinary course of business), (c) evidenced by notes, bonds, debentures or other similar instruments, (d) for the reimbursement of any obligor on any banker's acceptance, letter of credit, performance bond or similar credit transaction, (e) for indebtedness of others guaranteed by such Person to the extent of such guarantee or arrangement and (f) for indebtedness

of any other Person of the type referred to in clauses (a), (b), (c), (d) and (e) of this definition which is secured by any lien on any property or asset of such first referred to Person, the amount of such indebtedness referred to in this clause (f) being deemed to be the lesser of the value of such property or asset or the amount of the Indebtedness so secured to the extent of such security interest. Except as otherwise provided in this definition of "Indebtedness", the amount of Indebtedness of any Person at any date shall be (i) the outstanding principal amount of all unconditional obligations described above and interest, as such amount would be reflected on a balance sheet prepared in accordance with IFRS, and (ii) with respect to all contingent obligations described above, the maximum liability as of such date of such Person for any guarantees of Indebtedness for borrowed money of any other Person and the amount required under IFRS to be accrued with respect to any other contingent obligation.

"***Independent***" means an individual that is "independent" (as such term is defined by the corporate governance standards of a National Securities Exchange) as determined in good faith by the Board of Managers.

"***Initial Public Offering***" means (a) the initial underwritten public offering of the Membership Interests or other equity interests of the Company or any corporate successor thereto, the parent of the Company or any of their respective Subsidiaries, pursuant to an effective registration statement filed under the Securities Act, (b) a transaction with a special purpose acquisition company (SPAC) pursuant to which the Company becomes, or merges into, a public registrant under the Securities Act, or (c) a direct listing of the Membership Interests on a national securities exchange, in each case, that provides for at least fifty million dollars ($50,000,000) in gross proceeds to the Company or any of the Company's Subsidiaries and, immediately after such Initial Public Offering, such Membership Interests or other equity interests or other equity interests of any of the Company's Subsidiaries is quoted or listed for trading on a National Securities Exchange.

"***Investment Manager***" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, has the power to direct or control the investment decisions of such Person. The term "***control***" as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management, policies, or decisions of a Person, whether through the ownership of voting Securities, by contract or otherwise.

"***Manager***" means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

"***Members***" means the Persons who are parties hereto as listed on the Register of Members; provided, however, that such term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the Act; provided further, however, that a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Membership Interests. Holders of Incentive Interests shall not be treated as, and shall not have any rights of, Members other than the right to receive distributions pursuant to Section 3.4 and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers.

"***MetLife Member***" means MetLife Investment Management, LLC and its Affiliates who hold Membership Interests.

"***National Securities Exchange***" means the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange.

"***Percentage Ownership***" means, with respect to any Member, the fraction, expressed as a percentage, the numerator of which is the total number of Membership Interests held by such Member and the denominator of which is the total number of Membership Interests issued and outstanding at the time of determination, excluding, from each of the numerator and the denominator above, any options, warrants, convertible debt obligations, Incentive Interests or similar Securities.

"***Person***" means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any "group" within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

"***Piggyback Member***" means each Member who (a) together with its Affiliates, (i) held as of the Effective Date, Percentage Ownership in excess of five percent (5%) or (ii) holds as of such later applicable date of determination, Percentage Ownership in excess of ten percent (10%) and (b) is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

"***Preemptive Rightholder***" means each Member who, as of the applicable date of determination, (a) together with its Affiliates, holds, as of the applicable time, Percentage Ownership in excess of one percent (1%) and (b) is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

"***Prohibited Person***" means any Person who has been convicted of, or pled guilty (or the equivalent) to, a felony or any other crime or offense that is reasonably likely to materially and adversely affect the operations, qualification, COAM Approval, COAM Licenses, suitability or public image of the Company, any of the Subsidiaries, any Member or any of their respective Affiliates.

"***Register of Members***" means a schedule containing the name, address, class and number and type of Membership Interests, which schedule is maintained by the Company or caused by the Company to be maintained (including by the Company's transfer agent, if any); provided, however, that, for the avoidance of doubt, (a) each Member shall at all times be entitled to request and review a redacted version of such Register of Members showing the Membership Interests held by such Member and its Affiliates and (b) such schedule shall be deemed Confidential Information and, unless required by applicable law, will not be made publicly available or disclosed to any Person without the prior written approval of the Board of Managers.

"***Registrable Securities***" means all Membership Interests held by the Members, whether acquired on or after the date hereof, including (a) the Membership Interests acquired upon the exercise of a Preemptive Right and (b) any and all Membership Interests or other equity interests issued or issuable with respect to Registrable Securities by way of split, division, dividend or similar transaction involving Membership Interests or other Securities of the Company or reorganization or in connection with any combination of Membership Interests or other Securities of the Company, recapitalization, merger, consolidation or other reorganization; provided, however, that Registrable Securities, once issued, shall cease to be Registrable Securities (i) upon the sale or disposal thereof pursuant to an effective Registration Statement, (ii) upon the sale thereof to the public pursuant to Rule 144 (or successor rule) under the Securities Act, (iii) upon the Transfer thereof in a private transaction in which the transferor's rights under this Agreement are not validly assigned in accordance with the terms of this Agreement or when such Registrable Securities are proposed to be sold or distributed by a Person not entitled to the registration rights under this Agreement or (iv) when such Registrable Securities cease to be outstanding.

"***Registration Statement***" means any registration statement filed pursuant to the Securities Act.

"***Related Person***" means (a) any Affiliate of the Company and (b) any other Person if such other Person and its Affiliates beneficially own (within the meaning of Rule 13d-3 under the Exchange Act) in the aggregate more than five percent (5%) of the then-outstanding Membership Interests.

"***Securities***" means "securities" as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person's capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person's capital stock.

"***Securities Act***" means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"***Significant Member***" means (a) the Arbour Lane Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (b) the Fortress Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (c) the Willow Tree Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (d) the Anchorage Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (e) the Bardin Hill Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; and (f) without duplication with respect to any Member or its Affiliates, each Member that, together with its Permitted Transferees, holds, as of the applicable date of determination, a Percentage Ownership equal to at least ten percent (10%), so long as such Member continues to hold at least such amount.

"***SOE Member***" means (a) the Beach Point Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (b) the Contrarian and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; and (c) the MetLife Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date.

"***Specified Observer Event***" means, following January 1, 2024, the failure of OpCo to meet or exceed its applicable business plan projections (as established by the Board of Managers in the first fiscal quarter of each fiscal year) for a period of three (3) consecutive fiscal quarters by a deficit of at least thirty percent (30%) of the applicable projected Consolidated EBITDA for each such period. For the avoidance of doubt, the earliest possible date on which a Specified Observer Event may be deemed to have occurred shall be following the end of the fiscal quarter ending September 30, 2024.

"***Subsidiary***" means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (a) fifty percent (50%) or more of the Securities or other ownership interests, including profits, equity or beneficial interests; or (b) Securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

"***Tax***" and "***Taxes***" means any federal, state, local, or non-U.S. 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.

"***Transfer***" means any direct or indirect transfer, sale, assignment, pledge, hypothecation or other disposition of any Membership Interest, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Membership Interest, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign; provided, however, that (a) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (b) with respect to any Member that is a widely held "investment company" as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; (c) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-control interest in any Member or entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof; and (d) the change of an Investment Manager of a Member that does not also result in the Transfer of the underlying beneficial interest in Membership Interests of such Member will not be deemed to be a Transfer for purposes hereof. The term "Transferred" shall have a correlative meaning.

"***Willow Tree Member***" means Willow Tree Credit Partners, LP and its Affiliates who hold Membership Interests.

1.2 Construction; Usage Generally. The definitions in this Article I or the Schedules to this Agreement shall apply equally to both 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. All references herein to Articles, Sections and Schedules shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All accounting terms not defined in this Agreement shall have the meanings determined by IFRS. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference in this Agreement to $ shall mean U.S. dollars. In calculating any Member's ownership of Membership Interests for the purposes of determining whether a Member shall have certain rights under this Agreement, all Membership Interests held by Affiliated Members shall be aggregated for the purposes of such determination; provided, however, that no Membership Interests shall be attributed to more than one Person within any such group of Affiliated Members. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

1.3 Cross References to Other Defined Terms. Each capitalized term listed below is defined on the corresponding page of this Agreement:

Term Page No.

18% Member Manager 19
Accelerated Acquirer 39
Additional Capital Contribution 16
Agreement 4
Approved Sale 35
Arbour Lane Manager 19
Bankruptcy Court 4
Board Specified Action 21
Buyout Notice 35
CEO Manager 19
Certificate 4
Class I Incentive Interests 17
Company 4
Company Underwriter 43
Confidential Information 56
Confirmation Order 4
Counterparty 39
Counterparty Excluded Information 40
Damages 27
Demand Registration 42
Drag-Along Outside Date 36
Drag-Along Sale 35
Effective Date 4
Effective Transfer Time 37
Employee Redeemed Member 40
Employee Redeemed Member Repurchase Right 40
Employee Redemption Notice 40
Event of Dissolution 51
Fund Indemnitee 28
Fund Indemnitors 28
HoldCo 4
Incentive Interests 7
Incidental Registration 43
Indemnified Party 49
Indemnifying Party 49
Indemnitee 27
Independent Managers 19
Initiating Members 42
Liabilities 48
Liability 48
Management Incentive Plan 7
Members' Counsel 45
Membership Interest 17
New Securities 38
Non-Initiating Members 43
Notice of Acceptance 38
Observer 20
Offered Securities 38
OpCo 4

Original Agreement 4
Permitted Amendment 17
Permitted Transferees 33
Plan 4
Preemptive Offer 38
Preemptive Right 38
Principal Office 15
Proportionate Percentage 38
Proposed Transfer 33
Protected Person 27
Records 47
S-3 Initiating Member 44
S-3 Non-Initiating Member 45
S-3 Registration 44
Selling Members 35
Selling Tag Member 33
Service Termination Date 40
Stock 51
Subject Purchaser 38
Successor Corporation 51
Tag Along Rightholder 33
Tag-Along Notice 33
Tag-Along Notice Period 33
Tag-Along Transfer 33
Valid Business Reason 42
Voting Interest 25

ARTICLE II
THE COMPANY AND ITS BUSINESS

2.1 Formation. The Members hereby agree to continue the Company, which was formed pursuant to the provisions of the Act on [●], 2023, and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the Act. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Company Name. The name of the Company is "LB NewHoldCo, LLC". The Board of Managers may (without the consent of any Member) change the Company's name at any time and from time to time in accordance with the provisions of the Act.

2.3 Effective Date. This Agreement is entered into, and is effective, as of the Effective Date.

2.4 Term. The Company shall continue until dissolved and its affairs wound up in accordance with the Act and the terms of this Agreement.

2.5 Offices. The principal office of the Company shall be established and maintained at 5820 Live Oak Parkway, #300, Norcross, Georgia 30093 or at such other or additional place or places as the

Board of Managers shall determine from time to time ("***Principal Office***"). The Company may have other offices at such place or places as the Board of Managers may from time to time designate.

2.6 Registered Office and Registered Agent. The address of the Company's registered office in the State of Delaware and the name and address of the Company's registered agent in the State of Delaware shall be as set forth on the Certificate. The Board of Managers may designate another registered agent and/or registered office from time to time in accordance with the provisions of the Act and any other applicable laws.

2.7 Filings; Authorized Persons. The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of law for the formation, qualification and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of Delaware and each other jurisdiction in which the Company shall own property or conduct business. [●] was designated as an "authorized person," within the meaning of the Act, to execute, deliver and file the Certificate and the execution, delivery and filing of the Certificate is hereby ratified.

2.8 Purposes. The Company is formed for the purposes of (a) directly, or indirectly through one or more of its Subsidiaries, engaging in, conducting, carrying on and operating, solely with the State of Georgia pursuant to the applicable COAM Approvals, the business of owning, operating, maintaining, managing and commercially exploiting COAMs and (b) engaging in any other lawful acts or activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

2.9 No Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager or officer of the Company shall be a partner or joint venturer of any other Member, Manager or officer of the Company as a result of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 Admission.

(a) On the Effective Date and pursuant to the Plan, each of the Members has exchanged, or is deemed to have exchanged, directly or indirectly, to or for the benefit of the Company, such Member's Allowed Prepetition OpCo First Lien Claims (as defined in the Plan) or such Member's OpCo DIP Claims (as defined in the Plan), as applicable, for newly authorized and issued Membership Interests of the Company as set forth on the Register of Members. Such exchange shall be deemed capital contributions from the Members to the Company. Pursuant to the Plan, (i) all limited liability company interests, interests as a member, stock, equity interests, or any other ownership interests or other Securities, including any options, warrants, convertible debt obligations, incentive interests or similar Securities, in each case, issued by the Company prior to the Effective Date are hereby cancelled and extinguished and of no further force or effect, (ii) HoldCo and each Member consents to such cancellation and extinguishment, and (iii) each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and is automatically deemed to be a party hereto as a Member as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement, in each case, without any further action by any party. After giving effect to the transactions set forth in this Section 3.1(a), each Member holds the Membership Interests set forth on the Register of Members opposite such Member's name. Notwithstanding anything to the

contrary contained herein, no further approval of the Board of Managers, any Member or any other Person shall be required with respect to the foregoing.

(b) The Register of Members shall be amended by (or caused to be amended by) the Board of Managers following any Transfer as provided by Article IX or any issuance of additional Membership Interests in accordance with this Agreement. The Company shall provide any Member's individual holdings of Membership Interests, as well as the total amount of outstanding Membership Interests, at any time to such Member upon request.

(c) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with Article IX) shall contribute cash, other property (including Securities) or services rendered in the amount and of the type designated by the Board of Managers and the Register of Members shall be amended at the time of such additional Members' admission as a Member by the Board of Managers or a duly authorized officer (or by the transfer agent upon instruction by the Board of Managers or a duly authorized officer) to reflect such contribution.

3.2 Additional Capital Contributions. No Member shall be obligated to make any Additional Capital Contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (other than initial Capital Contributions) shall be deemed to be an "***Additional Capital Contribution***" by such Member for the purposes of this Agreement, and the Register of Members shall be amended at the time of such Additional Capital Contribution by the Board of Managers (or by the transfer agent upon instruction by the Board of Managers) to reflect such contribution.

3.3 No Interest in Company Property. A Member's Membership Interests shall for all purposes be personal property. A Member has no interest in specific Company property.

3.4 Distributions. Except as otherwise set forth in the Plan or the Confirmation Order, no Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members, subject to the restrictions set forth in the Act. All distributions, dividends, or redemptions shall be made to or among Members pro rata in accordance with the Membership Interest held by each Member; provided, however, that (a) the Incentive Interests may, by their terms (including any terms of such Incentive Interests set forth in their applicable grant document, award agreement or Management Incentive Plan), which terms must be approved by the Board of Managers, provide for or result in non-pro rata distributions, dividends, or redemptions among the Members, the Membership Interests, and/or the Incentive Interests (including, for the avoidance of doubt, that any or all of the Incentive Interests may not have a right to nor participate in distributions, dividends or redemptions unless or until certain specified thresholds or hurdles are satisfied); (b) no unvested Incentive Interests shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless and until otherwise determined by the Board of Managers; and (c) no vested Incentive Interests shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless and until otherwise determined by the Board of Managers or expressly authorized by the terms of the applicable grant document, award agreement or Management Incentive Plan granting and governing such vested Incentive Interest (in each case which document, agreement or form of document or agreement has been approved by the Board of Managers). The holders of Incentive Interests shall not have any voting rights or any other rights, other than the right to receive distributions as set forth in this Section 3.4 and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers.

ARTICLE IV
MEMBERSHIP INTEREST

4.1 Membership Interest.

(a) As of the Effective Date, the ownership interests in the Company (each, a "***Membership Interest***") are evidenced by two classes of ownership interests:

(i) Voting Interests; and

(ii) Class I Interests, which are intended to be issued as incentive units to employees of the Company and its Subsidiaries (collectively, the "***Class I Incentive Interests***").

(b) The Membership Interests shall be in such amounts as initially set forth on the Register of Members. The initial aggregate amount of Membership Interests issued and outstanding after consummation of the transactions described in Section 3.1(a) shall be 11,000,000 Membership Interests. All Incentive Interests of a particular designation shall have identical rights in all respects as all other Incentive Interests of such particular designation except as otherwise specified in this Agreement or in an applicable grant document, award agreement or Management Incentive Plan. The holders of Incentive Interests shall not be treated as, and shall not have any voting or any other rights of, Members other than to receive distributions pursuant to Section 3.4 (but subject to the terms of such Incentive Interests, including in an applicable grant document, award agreement or Management Incentive Plan) and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers. In addition to the provisions set forth in this Agreement, the Incentive Interests shall be subject to vesting, forfeiture, termination and other provisions to be set forth in the applicable grant document, award agreement or Management Incentive Plan pursuant to which such Incentive Interests were issued.

(c) For the avoidance of doubt, any actions taken by the Board of Managers (including amendment of this Agreement) in connection with the creation or maintenance of Incentive Interests, including (i) creating any new classes of ownership interests which may be designated as 'Incentive Interests' and (ii) modifying or canceling any existing Incentive Interests, shall not require the consent of Members pursuant to Sections 6.14, 9.8 or 12.4 and shall constitute and be deemed to be a Permitted Amendment (as defined below).

4.2 Designation of Membership Interest. The Board of Managers shall have the power to designate the ownership interests in the Company into one or more additional classes and/or series of Membership Interests, to increase the aggregate amount of Membership Interests and to fix for such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and, subject to Sections 6.14, 9.8 and 12.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, a "***Permitted Amendment***").

4.3 Issuance of Membership Interests; Register; Transfer. Subject to Sections 3.2, 6.14 and 9.8, the Board of Managers may issue additional Membership Interests (including Incentive Interests) from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Membership

Interests, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine, whose determination shall be conclusive. The Board of Managers may (a) provide that a register of holders of any or all Membership Interests shall be kept and (b) may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine, whose determination shall be conclusive.

4.4 Certificates. The Company may, upon the direction of the Board of Managers, issue certificates of limited liability company interests evidencing the Membership Interests. Each certificate evidencing its Membership Interests shall bear an appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law, including a legend in substantially the following form with respect to each certificate (if certificated) evidencing Incentive Interests and each instrument issued in exchange for or upon the transfer of any Incentive Interests:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO (1) THE TERMS SET FORTH IN THE AWARD AGREEMENT DATED AS OF THE DATE HEREOF AND (2) THE REDEMPTION AND FORFEITURE TERMS AND CERTAIN TRANSFER AND OTHER RESTRICTIONS SET FORTH IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF LB NEWHOLDCO, LLC. THE SECURITIES MAY NOT BE OFFERED OR SOLD EXCEPT IN COMPLIANCE WITH SUCH TRANSFER RESTRICTIONS. COPIES OF SUCH AGREEMENTS ARE ON FILE WITH THE SECRETARY OF LB NEWHOLDCO, LLC AND ARE AVAILABLE WITHOUT CHARGE UPON WRITTEN REQUEST THEREFOR. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE AFORESAID AGREEMENTS."

4.5 Fractional Units. Any fraction of a Membership Interest will be issued as a corresponding fractional Membership Interest computed to five (5) decimal places.

4.6 Persons Bound By Membership Interests. Any Person that acquires in any manner whatsoever any interest in any Membership Interest or any other Security of the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, executed and delivered a Joinder to this Agreement, including by accepting and not returning to the Company any certificate representing such Membership Interest or other Securities delivered to such Person, shall be deemed by the acceptance of such certificate and/or the benefits of the acquisition of Membership Interests or Securities, to have agreed to be subject to and bound by all of the terms, conditions and obligations of this Agreement.

ARTICLE V
MANAGEMENT OF THE COMPANY

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the

objects and purposes of the Company. A Manager acting individually, however, will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee of Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case, other than as specifically delegated by the Board of Managers.

5.3 Board of Managers.

(a) A Board of Managers shall be established and shall initially consist of five (5) natural persons, comprising (i) the Chief Executive Officer, if any then in office, or, in the event there are two co-Chief Executive Officers then in office, one of such Chief Executive Officers as designated by the remainder of the Board of Managers (in such capacity, the "***CEO Manager***"); (ii) one (1) Manager appointed by the Arbour Lane Member (the "***Arbour Lane Manager***"); and (iii) three (3) Managers, who shall be Independent, appointed by Members holding a majority of the outstanding Voting Interests (the "***Independent Managers***"); provided, however, that (A) if at any time there is no Chief Executive Officer then in office, the CEO Manager's position shall remain vacant until such time as there is a Chief Executive Officer, (B) in the event that the Arbour Lane Member, together with its Affiliates who are Members, ceases to hold at least eighty percent (80%) of the Membership Interests they held as of the Effective Date, the right of the Arbour Lane Member to appoint the Arbour Lane Manager shall immediately cease and terminate and the Arbour Lane Manager then-serving shall be removed from the Board of Managers without requiring further action and the resulting vacant Manager seat shall, at the next annual meeting of the Members or by written consent of the Members, be an Independent Manager appointed by Members holding a majority of the outstanding Voting Interests in accordance with this Section 5.3(a), (C) in the event that any Member, together with its Affiliates, becomes an 18% Member, upon the occurrence of such event and for so long as such Member, together with its Affiliates, continues to be an 18% Member, such Member shall have the right to appoint one (1) Manager (each, an "***18% Member Manager***") to the Board of Managers, (D) such 18% Member Manager shall replace one of the Independent Managers (at the election of Members holding a majority of the outstanding Voting Interests as of such time, including such designating 18% Member) and (E) in the event the Arbour Lane Member has the right to appoint an Arbour Lane Manager, the Arbour Lane Member shall not be entitled to appoint an 18% Member Manager; provided, further, that, (x) in the event that such designating 18% Member, together with its Affiliates, subsequently ceases to be an 18% Member, the applicable 18% Member Manager then-serving shall be removed from the Board of Managers without requiring further action and the resulting vacant Manager seat shall, at the next annual meeting of the Members or by written consent of the Members, be an Independent Manager appointed by Members holding a majority of the outstanding Voting Interest as of such time and (y) in the event that there are more than three (3) 18% Members entitled to appoint an 18% Member Manager, then the Board shall be expanded to permit such appointment of the applicable 18% Member Manager(s) for so long as such appointment right exists and is continuing. Each Manager on the Board of Managers shall serve until his or her incapacity, death, removal or resignation and until his or her successor is elected and/or appointed, as applicable, by the Members entitled to designate such Manager pursuant to this Section 5.3(a).

(b) If at any time a vacancy is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager or if a seat on the Board of Managers has not previously been filled, the vacancy shall (i) with respect to the CEO Manager,

be filled by the individual succeeding to such CEO Manager's role as the Chief Executive Officer, (ii) with respect to the Arbour Lane Manager or an 18% Member Manager, be filled by another individual appointed by the Member entitled to designate such Manager pursuant to Section 5.3(a), and (iii) with respect to an Independent Manager, or a vacancy created by the failure of the Arbour Lane Member or an 18% Member, together with its respective Affiliates, to continue to meet the applicable requirements set forth in Section 5.3(a), be filled by an individual, who shall be Independent, appointed by the remaining Managers, to serve in such capacity until the next annual meeting of the Members or applicable written consent of the Members appointing a replacement thereof. With respect to a vacancy pursuant to Section 5.3(b)(iii), any Member may nominate a candidate to fill such vacancy by submitting in writing to the Company: (A) the name of such candidate, (B) a résumé or similar document of such candidate, and (C) irrevocable support of such candidate by Members holding Percentage Ownership in excess of five percent (5%) of the outstanding Membership Interests.

(c) Each Significant Member, and, following the occurrence of a Specified Observer Event, each SOE Member, shall have the right to designate one (1) individual to attend all meetings of the Board of Managers as an observer (the "***Observer***"); provided, however, that (i) such Observer shall be provided with copies of all notices, memoranda, presentations and other materials provided to the Board of Managers (such notices, memoranda, presentations and other materials shall be Confidential Information subject to the restrictions set forth in Section 12.15); (ii) such Observer shall not have the right to vote as a Manager or otherwise have any rights of a Manager; and (iii) such right to appoint an Observer, such Observer's right to attend any meetings of the Board of Managers and receive copies of notices, memoranda, presentations and other materials, and any other rights granted to the Observer under this Agreement (including any rights to notice) shall expire without requiring any further action immediately upon (x) with respect to a Significant Member, the failure of such Significant Member to continue to qualify as a Significant Member hereunder and (y) with respect to an SOE Member, upon the earlier of (1) the failure of such SOE Member to continue to qualify as an SOE Member and (2) OpCo meeting its applicable business plan projections (established by the Board of Managers in the first fiscal quarter of each fiscal year) for a period of three (3) consecutive fiscal quarters of the applicable projected Consolidated EBITDA for such period. The initial Observers as of the Effective Date shall be as set forth on Schedule 5.3(c). Each Observer may be removed at any time, with or without cause, by the Significant Member that appointed such Observer. If at any time an Observer position is vacant by reason of the incapacity, death, removal or resignation of such Observer (other than the removal or resignation of such Observer as a result of the failure of the applicable Significant Member to continue to qualify as a Significant Member), the vacancy shall be filled by another individual selected by the applicable Significant Member. The Company shall amend and restate Schedule 5.3(c) following any change in the Observers in accordance with this Agreement.

(d) All Managers and Observers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers. Only the Managers who are Independent shall be entitled to compensation in consideration for their service on the Board of Managers, which compensation, if any, shall be set by the Board of Managers from time to time. All or any number of the Managers may be removed at any time, with or without cause, by the Member or Members entitled to designate such Manager pursuant to Section 5.3(a). The CEO Manager will be removed automatically if such CEO Manager is no longer the Chief Executive Officer.

(e) The Board of Managers shall elect a member of the Board of Managers (who shall not be the CEO Manager) to serve as Chairperson; provided, unless (i) there is no Independent Manager or (ii) otherwise waived by vote or written consent of Members holding at least fifty

percent (50%) of the outstanding Membership Interests of the Company as of such time, the Chairperson shall at all times be an Independent Manager.

(f) Any Manager or Observer may resign at any time by so notifying the Chairperson in writing; provided, the Chairperson may resign by notifying each of the other Manager in writing. Such resignation shall take effect upon receipt of such notice by the Chairperson or the Managers, as applicable, or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(g) The designation of an individual as a Manager or Observer shall not of itself create a right to continued membership on the Board of Managers, attendance of the meetings of the Board of Managers, or employment with the Company.

5.4 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two (2) or more Managers. Written notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers and Observers then in office in writing (before, during or after a meeting) or with respect to any Manager or Observer at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager and Observer then in office at least twenty-four (24) hours before the time of such meeting. Notice of any meeting need not be given to any Manager or Observer then in office who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager or Observer at a meeting shall constitute a waiver of notice of such meeting, except when the Manager or Observer attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.5 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of a majority of the Managers then in office. Except as otherwise set forth in this Agreement, the Board of Managers shall act by vote of a majority of the Managers, and each Manager shall have one vote.

(b) Subject to Section 5.10, no Manager shall be disqualified from acting on any matter because such Manager or the Member(s) appointing such Manager is interested in the matter to be acted upon by the Board of Managers so long as all material aspects of such matter have been disclosed in reasonable detail to all Managers who are to act on such matter. Each Manager may authorize another Manager in writing to vote and act for such Manager by proxy, and such Manager holding such proxy shall be counted toward the determination of whether a quorum on the Board of Managers exists. In addition to the requirements of Section 5.5(a), any action pursuant to Section 5.10 shall require the approval of a majority of the disinterested Managers.

5.6 Board Specified Actions. Notwithstanding anything to the contrary contained in this Agreement or the Certificate, the Company shall not, and shall not permit any of its Subsidiaries to, do or cause to be done any of the following (each, a "***Board Specified Action***"), unless such Board Specified Action has been approved by at least two-thirds (2/3) of the Managers then in office:

(a) form, dissolve or consolidate or otherwise reorganize the Company or any Subsidiary of the Company or form or enter into any partnership or joint venture agreement or similar arrangement;

(b) make or authorize any distributions or payment of any cash dividends to any Member;

(c) make or change any material tax election of the Company or any of its Subsidiaries; or

(d) commence or settle any legal dispute by the Company for consideration or value in excess of five hundred thousand dollars ($500,000).

5.7 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting if a majority of the Managers, or, if a Board Specified Action, at least two-thirds (2/3) of the Managers then in office, consent in writing to such action. Such consent shall have the same effect as a vote of the Board of Managers.

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers and each Observer may attend and participate in any meeting of the Board of Managers (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting; provided, that the Board of Managers may, in its discretion, invite individuals who are not Managers or Observers to attend a meeting of the Board of Managers (or any committee thereof); provided, further, that the Board of Managers may, in its discretion and upon written notice to any Observer, exclude such Observer from any portion of any meeting of the Board of Managers in which the Board of Managers is discussing or considering a transaction involving such Observer or an Affiliate thereof or if such Observer or any Affiliate thereof would otherwise be reasonably likely to receive direct or indirect financial benefit from such proposed transaction in material disproportion to the other Members.

(d) At each meeting of the Board of Managers, the Chairperson shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board of Managers) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it. The committees of the Board of Managers shall include a GLC compliance committee.

5.8 Officers.

(a) All officers of the Company shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company shall be appointed by the Board of Managers.

Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company. The following Persons shall be admitted as officers of the Company, in the office(s) set forth opposite their respective name, as of the Effective Date:

Person	**Office(s)**
James "Jamie" Boyden	Executive Vice President, Business Development

(b) The secretary of the Company will generally perform all the duties usually appertaining to the office of secretary of a limited liability company.

5.9 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with Section 5.9(c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers (acting by majority vote of all Managers other than the officer being considered for removal, if applicable), at any time, with or without Cause.

5.10 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into any transaction, agreement or arrangement with any Related Person involving aggregate payments or other consideration to such Related Person and its Affiliates in excess of one million dollars ($1,000,000) per annum, unless such transaction, agreement or arrangement is (i) on arms' length terms and (ii) approved by the Board of Managers (acting by majority vote of all Managers other than the Manager(s), if any, employed by or Affiliated with such Related Person or who would otherwise be reasonably likely to receive direct or indirect financial benefit from such proposed transaction in material disproportion to the other Managers) and in accordance with Section 5.5(b).

ARTICLE VI
MEMBERS AND MEETINGS

6.1 Members. The name, address, class and number and type of Membership Interests of each Member are set forth on the Register of Members. Such schedule shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, and the Transfer of Membership Interests, each as permitted by the terms of this Agreement. Absent manifest error as determined by the Board of Managers in good faith, the ownership interests recorded on the Register of Members shall be conclusive record of the outstanding Membership Interests and the record owners thereof.

6.2 Admission of New Members. New Members may be admitted (i) by the Board of Managers or (ii) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall (A) represent and warrant to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof and (2) the new Member is not a Competitor of the Company and will make such other representations as the Company shall deem necessary or appropriate, (B) provide the Company with all information and copies of all documents which the Board of Managers reasonably requests in connection with any COAM Approval or as otherwise required in order to comply with any applicable COAM Law and (C) acknowledge that the Membership Interests are not registered under the Securities Act, and that the Membership Interests may not be transferred or sold except pursuant to the terms of this Agreement and pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

6.3 Resignation. A Member may not resign or withdraw from the Company prior to the dissolution and winding up of the Company. This Section 6.3 shall have no effect on a Member's right to transfer Membership Interests in accordance with the terms of this Agreement.

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and, except as otherwise expressly set forth herein with respect to any specific powers, the Act. The Members shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the Act.

6.5 Meetings of Members. Meetings of the Members shall be held at least once annually and as otherwise called by the Board of Managers or by Members holding at least twenty-five percent (25%) of the outstanding Membership Interests of the Company. The Members may vote, approve a matter or take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.11.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of the Members; provided, the Board of Managers may also determine, whose determination shall be conclusive, to hold any annual meeting or special meeting of the Members in a virtual format. If no designation is made, the place of meeting shall be the Principal Office of the Company. Members may participate in a meeting by means of a conference telephone or electronic media by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called shall be delivered not less than five (5) days nor more than sixty (60) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting.

(b) Notice to Members shall be given in accordance with Section 12.3.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(b) By attending a meeting, a Member:

(i) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting Interests. Except as expressly provided otherwise in this Agreement, the "***Voting Interest***" of each holder of Membership Interests shall be equal to the Percentage Ownership owned by such holder. Incentive Interests (if and when issued) shall not be entitled to vote.

6.10 Quorum; Vote Required. The presence at a meeting, in person or by proxy, of Members owning a majority of the outstanding Voting Interests entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. When a quorum is present, the affirmative vote, in person or by proxy, of Members owning a majority of the Voting Interests entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the Act or by this Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

6.11 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Membership Interests that would be necessary to approve the action pursuant to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given prior to such action; provided, however, a copy of the action taken by written consent shall be with the Records of the Company maintained at the Principal Office. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Members to take the action were obtained; provided, however, that the effectiveness of such action is not dependent on the giving of such notice. Written consent by the Members pursuant to this Section 6.11 shall have the same force and effect as a vote of such Members taken at a duly held meeting of the Members and may be stated as such in any document.

6.12 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any Member shall demand that voting be by ballot.

6.13 No Cumulative Voting. No Member shall be entitled to cumulative voting in any circumstance.

6.14 Member Specified Actions. Notwithstanding anything to the contrary contained in this Agreement or the Certificate, the Company shall not, and shall not permit any of its Subsidiaries to, do or cause to be done any of the following, unless such action has been approved by Members holding at least two-thirds (2/3) of the then outstanding Membership Interests of the Company (on a fully diluted basis, excluding, for purposes of this calculation, any Incentive Interests):

(a) amend this Agreement or the Certificate (other than amendments to this Agreement or the Certificate solely to effect an increase in the number of authorized Voting Interests or Incentive Interests or a Permitted Amendment);

(b) consummate any acquisition of or disposition by (whether of a sale of stock or assets, disposition of assets, merger or consolidation) the Company or any of its Subsidiaries, in each case, outside of ordinary course acquisitions and dispositions and in a transaction or series of related transactions involving total consideration in excess of five million dollars ($5,000,000), other than a Drag-Along Sale to any Third Party Purchaser pursuant to Section 9.4;

(c) form or enter into any partnership or joint venture agreement or similar arrangement involving total consideration in excess of five hundred thousand dollars ($500,000);

(d) create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness in excess of five million dollars ($5,000,000), in each case, excluding any Indebtedness permitted by the terms of the Exit Credit Facility or any successor facility thereto;

(e) repurchase or redeem any Securities of the Company of any of its Subsidiaries, other than Incentive Interests as contemplated by Section 9.10;

(f) authorize or issue any Securities of the Company or any of its Subsidiaries at a price per share less than ninety percent (90%) of the applicable fair market value thereof, as determined by the Board of Managers in good faith; or

(g) increase the number of authorized Incentive Interests in excess of 1,200,000.

ARTICLE VII
EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

7.1 Exculpation.

(a) No Manager, officer or Member, in any way, guarantees or shall be liable for the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by law (including Section 18-1101 of the Act), none of (i) the Managers, (ii) the Members (including each Member appointing, and each Investment Manager directing the appointment of, a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to or affiliated with such Member, Manager, and/or Investment Manager), or (iii) any of the Managers' or the Members' respective Affiliates, Investment Managers, or any of their respective officers, directors,

employees, partners, members, managers, advisors, representatives or equityholders (each, a "***Protected Person***") will be liable to the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement for any loss or damage sustained by the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement except as specifically provided to the contrary in the immediately following sentence. None of the Protected Persons shall be liable to the Company, its Members, its Managers or any other Persons that are a party to or are otherwise bound by this Agreement for any loss or damage resulting from any act or omission taken or suffered by such Protected Person in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby, unless such loss or damage is incurred by reason of such Protected Person's acts or omissions that constitute a violation of the implied contractual covenant of good faith and fair dealing or that otherwise violate the express terms of this Agreement. Any Protected Person or officer may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; provided, however, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

(b) None of the Members, by reason of their execution of this Agreement or a Joinder to this Agreement or their status as Members or equity holders of the Company shall be responsible or liable for any Indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

7.2 Indemnification.

(a) To the fullest extent permitted by applicable law (including the Act), the Company shall indemnify and hold harmless each of the Protected Persons and each officer of the Company and each officer, director or manager of its Subsidiaries (each, an "***Indemnitee***") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, "***Damages***"), that are actually and reasonably incurred by any Indemnitee, and arise out of, are related to, or are in connection with (i) the affairs or operations of the Company or the performance by such Indemnitee of any of the Indemnitee's responsibilities hereunder and (ii) the service at the request of the Company by such Indemnitee as a partner, member, manager, director, officer, trustee, employee or agent of any other Person; provided, however, that the Indemnitee (A) acted in good faith and, to the extent such Indemnitee is an officer, consultant or employee of the Company or its Subsidiaries, in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and (B) with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnitee's conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company's assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnitee in defending any action, suit or proceeding described in subsection (a) of this

Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; provided, however, that any such advance shall only be made if such Indemnitee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates (each such Person, a "***Fund Indemnitee***") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates (collectively, the "***Fund Indemnitors***"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnitee is secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnitee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting Section 7.2(c), the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnitee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnitee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

7.3 Liability; Duties.

(a) Except as otherwise expressly required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, officer nor any Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an officer, Member or acting as a Manager of the Company.

(b) To the fullest extent permitted by law (including Section 18-1101(c) of the Act), and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provision of law or equity or otherwise, the parties hereto hereby agree that any duties (including fiduciary duties) of a Member or Manager (but not the duties of the officers of the Company, in their capacity as such) owed to the Company, the Members or any other Person (whether bound by this Agreement or otherwise) are hereby waived and eliminated; provided, however, that (i) the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing, and (ii) the foregoing shall not apply to officers, employees or individual consultants (including through an entity with a sole member) of the Company or its Subsidiaries (other than any Chairperson of the Board of Managers that is not otherwise an employee, individual consultant (including through an entity with a sole member) or officer of the Company). Notwithstanding any other provision of this Agreement (but subject to the provisos in the first sentence of this Section 7.3(b)) or otherwise applicable provision of law or equity, whenever in this Agreement, any Member or Manager (but not the officers of the Company, in their capacity as such) is permitted or required to take any action or make any decision, such Member or Manager shall be entitled to consider only such interests and factors as he, she or it desires, including exclusively his, her or its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company, the Subsidiaries, any Member or any other Person, and shall be entitled to act in a manner adverse to the Company, the Subsidiaries, the Members and any other Person.

(c) The officers of the Company, in their capacity as such (including, for the avoidance of doubt, the CEO Manager in his or her capacity as Chief Executive Officer), shall have fiduciary duties identical to those of officers of business corporations organized under the General Corporation Law of the State of Delaware.

(d) The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities of a Person to the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement otherwise existing at law, in equity or otherwise, are agreed by the parties hereto to replace such other duties and liabilities of such Person.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers determines in good faith are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

7.5 Limited Liability Company Opportunity.

(a) Each Member and the Company acknowledges and affirms that the Members (and their owners, affiliated funds and Affiliates) and the Managers (excluding any Manager that is an officer or employee of the Company or any of its Subsidiaries (other than any Chairperson that is not otherwise an employee or officer of the Company)) may have, and may continue to participate in, directly or indirectly, investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) waives any conflicts of interest or potential conflicts of interest that exist or arise as a result of any such investments and agrees that no Member nor any Protected Person shall have liability to any Member or any Affiliate thereof, or the Company with respect to any such conflicts of interest or potential conflicts of interest, (ii) acknowledges and agrees that no Member nor any Protected Person (including any Manager) will have any duty (A) to disclose to the Company or any other Member any such business opportunities (except as may be required or necessary with respect to Section 5.5(b)) or (B) not to pursue any such business opportunities, in each case, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that such Protected Person is a Manager that is an officer or employee of the Company or any of its Subsidiaries (other than any Chairperson that is not otherwise an employee or officer of the Company)), (iii) agrees that the terms of this Section 7.5 to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that a Member or other Protected Person may have to the Company or any other Member under the Act or other applicable law, rule or regulation, are reasonable in form, scope and content, and (iv) waives to the fullest extent permitted by the Act any duty or other obligation, if any, that a Member or other Protected Person may have to the Company or another Member, pursuant to the Act or any other applicable law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

ARTICLE VIII
ACCOUNTING; FINANCIAL AND TAX MATTERS

8.1 Books and Records; Reports.

(a) The books of the Company will be maintained at the Company's Principal Office.

(b) The Board of Managers shall maintain or cause to be maintained a system of accounting established and administered in accordance with the accrual method of accounting or as shall be required by IFRS, and shall set aside on the books of the Company or otherwise record all such proper reserves pursuant to the accrual method of accounting or as shall be required by IFRS.

(c) As soon as reasonably practicable after the close of each fiscal year of the Company, commencing with the fiscal year ending December 31, 2023, but in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Company, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company) a consolidated balance sheet of OpCo and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, stockholders' equity and cash flow 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 IFRS, audited and accompanied by (i) a report and opinion of an independent registered public accounting firm of nationally recognized standing, and (ii) a

customary management discussion and analysis of the financial performance of OpCo and its Subsidiaries.

(d) As soon as reasonably practicable after the end of each of the first three (3) fiscal quarters of each fiscal year, but in any event not later than sixty (60) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Company, commencing with the fiscal quarter ending September 30, 2023, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company), a consolidated balance sheet of OpCo and its Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations for such fiscal quarter and for the portion of the fiscal year then ended and (ii) consolidated statements of cash flows for the portion of the 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 OpCo as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of OpCo and its Subsidiaries in accordance with IFRS, subject only to normal year-end adjustments and the absence of footnotes.

(e) As soon as reasonably practicable after the end of each calendar month, commencing August 31, 2023, but in any event not later than thirty (30) days after the end of each calendar month, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company), a consolidated balance sheet of OpCo and its Subsidiaries as at the end of such calendar month, and the related (i) consolidated statements of income or operations for such calendar month and (ii) consolidated statements of cash flows for the calendar month then ended, all in reasonable detail and certified by a responsible officer of OpCo as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of OpCo and its Subsidiaries in accordance with IFRS, subject only to normal year-end adjustments and the absence of footnotes.

(f) OpCo shall hold a conference call (to be no earlier than the Business Day following the delivery of the applicable financial information pursuant to Section 8.1(c) and Section 8.1(d) above) with all Members who choose to attend such conference call to discuss the results of the previous fiscal quarter.

(g) As soon as available, but in any event within ten (10) Business Days after the end of each month, a key performance indicator report for the most recently ended calendar month in the form set forth as Exhibit R to the Exit Credit Agreement.

(h) The Company shall make the information and reports to be provided pursuant to Sections 8.1(c), 8.1(d) and 8.1(e) available (including by making available on an online data site) to the Members and any potential transferees of a Member's Membership Interests, in each case, subject to such potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis), in each case, other than to any Member or potential transferee that is a Competitor of the Company.

(i) Notwithstanding the foregoing, no financial information required to be furnished pursuant to Sections 8.1(c), 8.1(d) and 8.1(e) shall be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that section.

8.2 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting purposes shall end on December 31. The taxable year of the Company for federal, state and local income tax purposes shall end on December 31 unless another date is required by the Code.

8.3 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.4 Tax Election. The Company shall file an entity classification election with the Internal Revenue Service electing to be classified as an association taxable as a corporation effective as of the date of its formation, and neither the Company nor any Member shall take any action or make any election inconsistent with such classification. All provisions of this Agreement shall be construed so as to preserve the Company's Tax status as a corporation.

ARTICLE IX
TRANSFERS OF MEMBERSHIP INTERESTS; TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PREEMPTIVE RIGHTS

9.1 Limitation on Transfer.

(a) The Members shall not, directly or indirectly, Transfer any Membership Interests except in accordance with the provisions of this Agreement. Any attempt to Transfer any Membership Interests in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. For the avoidance of doubt, any Transfer pursuant to Sections 9.2, 9.3 or 9.4 shall not be prohibited by this Section 9.1(a).

(b) No Transfer contemplated by this Article IX shall be permitted (i) if, as a result of such Transfer, the Company could be reasonably likely to be subject to reporting obligations under the Exchange Act or otherwise required to make any filing with the Commission, unless such Transfer occurs after the effective date of an Initial Public Offering, (ii) if prohibited by the GLC or other applicable COAM Authority, or if such Transfer would, in the good faith determination of the Board of Managers, jeopardize any COAM License held by the Company or any of its Subsidiaries or (iii) to a Competitor of the Company (except in connection with a transaction that is a Drag-Along Sale or an Approved Sale (or other Change of Control)). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1 and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(c) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters necessary or desirable to administer or to determine compliance with this Section 9.1 and, absent actual fraud, bad faith, manifest error or self-dealing, the determinations of the Board of Managers shall be final and binding on the Company and the Members and any proposed transferee.

(d) The Members shall not, directly or indirectly, Transfer any Incentive Interests or permit any Incentive Interests to be subject to any liens, restrictions, claims, garnishments, or encumbrances, except those restrictions arising under applicable securities laws and this Agreement or with the prior written consent of the Board of Managers, and any attempt to Transfer any

Incentive Interests or subject any Incentive Interests to any such liens, restrictions, claims, garnishments, or encumbrances without the prior written consent of the Board of Managers shall be null and void *ab initio* and the Company shall not register or effect any such Transfer.

9.2 Permitted Transfers.

(a) Without compliance with Section 9.3: (i) a Member may Transfer its Membership Interests or any portion thereof to any Affiliate of such Member and (ii) a Member that is a natural person may Transfer his or her Membership Interests or any portion thereof to any Family Member (or a Family Member of such Member's spouse, parent or sibling), a company, partnership or a trust established for the benefit of any of the foregoing or any personal representative, estate or executor under any will of such Member or pursuant to the laws of intestate succession; provided, however, that, in each case, such Transfer is made in accordance with the applicable provisions of Section 9.1 (including the limitations set forth in Section 9.1(b)) and Section 9.5.

(b) The Persons to whom Members may Transfer their Membership Interests or any portion thereof pursuant to this Section 9.2 are referred to hereinafter as "***Permitted Transferees***"; provided, however, that, in each case, such Transfer is made in accordance with Section 9.1(b) and Section 9.5.

9.3 Tag-Along Right.

(a) If a Member or group of Members (the "***Selling Tag Member***") elects to Transfer Membership Interests representing an amount equal to or exceeding thirty percent (30%) of the then outstanding Membership Interests of the Company on a fully-diluted basis (excluding, for purposes of this calculation, any Incentive Interests) to any Person other than a Permitted Transferee (such Person, a "***Third Party Purchaser***"), in one or a series of related transactions, then such Selling Tag Member shall offer the other Members excluding any Member who holds only Incentive Interests (each, a "***Tag-Along Rightholder***") the right to include in such Selling Tag Member's Transfer to the Third Party Purchaser the Tag-Along Rightholder's *pro rata* portion (based upon the amount of outstanding Membership Interests, excluding Incentive Interests) of the Membership Interests proposed to be Transferred by the Selling Tag Member (a "***Tag-Along Transfer***") at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) Prior to the consummation of any proposed Transfer described in Section 9.3(a) (a "***Proposed Transfer***"), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the other Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the "***Tag-Along Notice***") to the Company for transmittal to each of the Tag-Along Rightholders, which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Third Party Purchaser, (iii) state the portion of such Selling Tag Members' Membership Interest to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale (including the identity of the Third Party Purchaser), (v) include a calculation of the consideration per Membership Interest to be received by each Tag-Along Rightholder who elects to participate, (vi) include a representation that the Third Party Purchaser has been informed of the "tag-along" rights provided in this Section 9.3 and has agreed to purchase the Membership Interest in accordance with the terms hereof, and (vii) be accompanied by a written offer from the Third Party Purchaser. Such right shall be exercisable by written notice to the Selling Tag Member proposing to make the Proposed Transfer (with a copy to the Company) given within ten (10) Business Days after receipt by the Tag-Along Rightholder of the Tag-Along Notice (the "***Tag-Along Notice Period***") specifying the number of Membership Interests with respect to which such Tag-Along Rightholder

shall exercise its rights under this Section 9.3. If the Third Party Purchaser elects to purchase less than all of the Membership Interests offered for sale as a result of the Tag-Along Rightholder's exercise of their "tag-along" rights provided in this Section 9.3, then the Selling Tag Member and each Tag-Along Rightholder shall have the right to include in such sale such number of Membership Interests equal to its respective *pro rata* portion of the Membership Interests to be Transferred to the Third Party Purchaser in exchange for its respective *pro rata* share of consideration to be received in the Transfer to the Third Party Purchaser based on its applicable portion of Membership Interests being so Transferred. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Rightholder of its rights under this Section 9.3.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities and agreements to the Third Party Purchaser as made by the Selling Tag Member in connection with the Tag-Along Transfer (other than any noncompetition or similar agreements or covenants that would bind the Tag-Along Rightholder or its Affiliates), and (ii) to substantially the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration the Selling Tag Member receives); provided, however, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Tag-Along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities and agreements (and any and all obligations with respect thereto) shall be made by each Tag-Along Rightholder severally and not jointly and severally, (C) a Tag-Along Rightholder's liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach; provided, each Tag-Along Rightholder's liability with respect to a Tag-Along Transfer, if any, shall be *pro rata* (based on such Tag-Along Rightholder's Membership Interests included in the Tag-Along Transfer divided by all Membership Interests of the Selling Tag Member and all the Tag-Along Rightholders included in the Tag-Along Transfer) (provided, further, that such liability, if any, shall not be *pro rata* to the extent such liability was caused solely by an action or, subject to clause (E), inaction of a Tag-Along Rightholder, in which case the liability attributable to such action or inaction shall be borne by such Tag-Along Rightholder), (D) any consideration, including escrow or holdbacks, applicable to such Tag-Along Transfer shall be applied *pro rata* (based upon the aggregate amount of Membership Interests of the Selling Tag Member and all the Tag-Along Rightholders included in the Tag-Along Transfer) among the Members participating in the Tag-Along Transfer and (E) such Tag-Along Rightholder, to the extent that such Tag-Along Rightholder is not also an officer, consultant or employee of the Company or its Subsidiaries, shall not be required to enter into a non-competition, non-solicitation or any other restrictive covenant or agreement or to amend, extend or terminate any contractual or other relationship with the Company, the Third Party Purchaser or any of their Affiliates other than investment-related documents of the Company in connection with such Proposed Transfer. In no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder which Affiliate itself is selling its Membership Interests in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

(d) Each Selling Tag Member shall have ninety (90) days following expiration of the Tag-Along Notice Period in which to Transfer the Membership Interests described in the Tag-Along Notice and the Membership Interests to be sold by the Tag-Along Rightholders, on the terms set forth in the Tag-Along Notice (which such ninety (90) day period may be extended for a reasonable time not to exceed one hundred and eighty (180) days to the extent reasonably necessary to obtain any approval of a Governmental Authority). If at the end of such ninety (90) day period

(or such longer period as described above), the Selling Tag Member has not completed such transfer, the Selling Tag Member may not then effect a Transfer of Membership Interests subject to this Section 9.3 without again fully complying with the provisions of this Section 9.3.

9.4 Drag-Along Right.

(a) If a Member or group of Members holding at least a majority of the then outstanding Membership Interests (excluding, for purposes of this calculation, any Incentive Interests) (such Member or group of Members, the "***Selling Members***") proposes to sell, in one or a series of related transactions, at least a majority of the then outstanding Membership Interests (excluding, for purposes of this calculation, any Incentive Interests) to a Third Party Purchaser or group of Third Party Purchasers (a "***Drag-Along Sale***"), then such Selling Members shall have the right, in lieu of complying with the provisions of Sections 9.3 and 9.5, to require the other Members to sell the *pro rata* portion of their Membership Interests (calculated based on the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) to such Third Party Purchaser in connection with such Drag-Along Sale and otherwise on the same terms as such Selling Members selling such Membership Interests. Such right shall be exercisable by written notice (a "***Buyout Notice***") given to each Member other than the Selling Members which shall state (i) that such Selling Members propose to effect the sale of the applicable percentage of the Membership Interests of every Member of the Company to such Third Party Purchaser, (ii) the name of the Third Party Purchaser, and (iii) the purchase price the Third Party Purchaser is paying for the Membership Interests and which attaches a copy of any definitive agreements between such Selling Members and the other parties to such transaction. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell its respective *pro rata* portion of its Membership Interests for the purchase price set forth in the Buyout Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Membership Interests in favor of such transaction).

(b) If either (i) a Member or group of Members holding Membership Interests representing at least a majority of the then outstanding Membership Interests on a fully-diluted basis (excluding, for purposes of this calculation, any Incentive Interests) or (ii) a majority of the Board of Managers (after ratification by Members holding Membership Interests representing at least a majority of the then outstanding Membership Interests on a fully-diluted basis (excluding, for purposes of this calculation, any Incentive Interests)) approves any transaction that would result in a Change of Control of the Company (other than to or with a Selling Member or an Affiliate of a Selling Member) (an "***Approved Sale***"), then, so long as distributions of consideration to the Members are made in accordance with the provisions of Section 3.4, each Member agrees to, at the direction of the Selling Members or the Board of Managers, as applicable, include its Membership Interests (*pro rata* calculated based on the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) in such Approved Sale and vote in favor thereof and will use its reasonable best efforts to cooperate in the Approved Sale and will take all necessary and desirable actions in connection with the consummation of the Approved Sale as are reasonably requested by the Selling Members or the Board of Managers, as applicable, including by waiving any appraisal or similar rights with respect to the Approved Sale and executing any action by written consent of the Members; provided, in the event of clause (i), the Board of Managers shall provide customary cooperation with the Selling Members to effectuate a Change of Control of the Company proposed by such Selling Members (provided that such Selling Members constitute the requisite threshold under clause (i)).

(c) The closing with respect to any Drag-Along Sale pursuant to this Section 9.4 shall be held as soon as practicable and at the time and place specified in the Buyout Notice but in any

event within nine (9) months of the date the Buyout Notice is delivered to the Members (the "***Drag-Along Outside Date***"). Consummation of the Transfer of Membership Interests by any Member to the Third Party Purchaser in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each Selling Member to such Third Party Purchaser of the Membership Interests proposed to be Transferred by the Selling Members and (ii) may be effected by a Transfer of the Membership Interests or the merger, consolidation or other combination of the Company with or into the Third Party Purchaser or its Affiliate, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Membership Interests subject to the Buyout Notice does not meet the requirements of Section 9.4(a) prior to the Drag-Along Outside Date, such Selling Members shall be deemed to have forfeited their rights to require the other Members to sell their Membership Interests to such Third Party Purchaser in connection with such Drag-Along Sale.

(d) The Selling Members shall arrange for the payment of cash (by bank cashier's check or certified check or by wire transfer of immediately available funds to the accounts designated by the other Members), securities or any other form of consideration in connection with any Drag-Along Sale or Approved Sale directly by the Third Party Purchaser to each other Member, upon delivery of an appropriate assignment in form and substance reasonably satisfactory to the Third Party Purchaser, which assignment shall be made free and clear of all liens, claims and encumbrances, except as provided by this Agreement or as otherwise agreed to by such Third Party Purchaser. In connection with any Drag-Along Sale or Approved Sale, each other Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Members make or provide in connection with the Drag-Along Sale or Approved Sale; provided, however, that each other Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Membership Interests, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Selling Members or their Membership Interests; provided, further, however, that all representations, warranties, covenants and indemnities in the applicable purchase agreement shall be made by the Selling Members and the other Members severally and not jointly and any indemnification obligation shall be *pro rata* based on the consideration received by the Selling Members and each other Member, in each case, in an amount not to exceed the aggregate proceeds received by the Selling Members and each other Member in the Drag-Along Sale or Approved Sale; and such Member, to the extent that such Member is not also an officer, individual consultant (including through an entity with a sole member) or employee of the Company or its Subsidiaries, is not required (i) to enter into a non-competition, non-solicitation or any other restrictive covenant or agreement, (ii) to enter into a lock-up provision with respect to any securities received by such Member as consideration in connection with such Drag-Along Sale or Approved Sale, or (iii) to amend, extend or terminate any contractual or other relationship with the Company, the acquirer or any of their respective Affiliates other than investment-related documents of the Company in connection with such Drag-Along Sale or Approved Sale. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and the Selling Members and any other Member participating in a Transfer pursuant to a Buyout Notice shall, unless the applicable Third Party Purchaser refuses, be borne by the Company in the event of an Approved Sale and shall otherwise be borne by the Members on a *pro rata* basis based on the consideration received by each Member in such Transfer.

9.5 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.4) shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) Neither the proposed transferee nor any of its Affiliates shall be a Competitor of the Company.

(b) The Member making such Transfer shall have provided to the Company (i) at least five (5) Business Days' prior notice of such Transfer, (ii) a certificate of the Member making such Transfer, delivered with such notice, containing a statement that such Transfer is permitted under this Article IX, which notice of Transfer shall be in substantially the form attached hereto as Exhibit B, together with such information as is reasonably necessary for the Company to make such determination and (iii) such other information or documents as may be reasonably requested by the Company in order for it to make such determination.

(c) The transferee of such Membership Interests shall have executed and delivered to the Company a Joinder, in substantially the form attached hereto as Exhibit A, by which it shall become a party to and be bound by the applicable terms and provisions of this Agreement.

(d) If requested by the Board of Managers in its reasonable judgment within the five (5) Business Day period referenced in clause (a) above, the Company shall have received the opinion of counsel to the Member making such Transfer, at the expense of the Member making such Transfer, reasonably satisfactory in form and substance to the Board of Managers, to the effect that: (i) such Transfer would not violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or the Membership Interests to be Transferred, (ii) such Transfer shall not impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or Governmental Authority anywhere, other than the states, courts and Governmental Authorities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iii) such Transfer would not, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an "investment company" under the Investment Company Act of 1940, as amended, and (iv) such Transfer shall not cause an Event of Dissolution.

9.6 Effect of Transfer. Upon the close of business on the effective date of any Transfer of Membership Interests (the "***Effective Transfer Time***") in accordance with the provisions of this Agreement, (a) the Transferee that is not already a Member shall be admitted as a Member and for purposes of this Agreement such transferee shall be deemed a Member, and (b) the Transferred Membership Interests shall continue to be subject to all the provisions of this Agreement. Unless the transferor and Transferee otherwise agree in writing, and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the transferor at or prior to such Effective Transfer Time shall be made to the transferor. No Transfer shall relieve the transferor (or any of its Affiliates) of any of their obligations or liabilities under this Agreement arising prior to the closing of the consummation of such Transfer.

9.7 Tolling. All time periods specified in this Article IX are subject to reasonable extension for the purpose of complying with requirements of law or regulation (including any COAM Laws) as determined by the Board of Managers.

9.8 Preemptive Rights.

(a) Between the Effective Date and the date of consummation of an Initial Public Offering, if the Company (or a Subsidiary of the Company) shall propose to issue and sell any equity Securities (including Membership Interests) or any equity Security, debt Security or debt instrument, in each case, convertible into or exchangeable for any equity Securities of the Company (or a Subsidiary of the Company) (including any Membership Interests) (collectively, the "***New***

Securities"), or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the "***Subject Purchaser***"), in each case, other than with respect to Excluded Issuances, each Preemptive Rightholder shall have the right (a "***Preemptive Right***") to purchase such Preemptive Rightholder's *pro rata* portion (based on ownership of Membership Interests (for the avoidance of doubt, excluding any Incentive Interests) and determined without regard to Members who are not Preemptive Rightholders) of the New Securities at the same price and on the same other terms proposed to be issued and/or sold (the "***Proportionate Percentage***"). The Company shall offer to sell to any such Preemptive Rightholder (A) its Proportionate Percentage of such New Securities (the "***Offered Securities***") and (B) other than with respect to a sale of New Securities pursuant to Section 9.8(f), to sell to any such Preemptive Rightholder such of the Offered Securities as shall not have been subscribed for by the other Preemptive Rightholders as hereinafter provided, in each case, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Preemptive Rightholder which such notice shall also state (x) the number and amount of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Preemptive Rightholder and shall be given to such Preemptive Rightholders at least twenty (20) days prior to any issuance giving rights under this Section 9.8 (the "***Preemptive Offer***"). The Preemptive Offer shall by its terms remain open for a period of at least twenty (20) days from the date of receipt thereof and shall specify the date on which the Offered Securities will be sold to accepting Preemptive Rightholders (which shall be at least twenty (20) but not more than one hundred and eighty (180) days from the date of the Preemptive Offer). The failure of any Preemptive Rightholder to respond to the Preemptive Offer during the twenty (20) day period shall be deemed a waiver of such Preemptive Rightholder's Preemptive Right.

(b) Each such Preemptive Rightholder shall have the right, during the period of the Preemptive Offer, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Preemptive Rightholder of its acceptance, in whole or in part, of a Preemptive Offer shall be in writing (a "***Notice of Acceptance***") signed by such Preemptive Rightholder and delivered to the Company prior to the end of the specified period of the Preemptive Offer, setting forth the Offered Securities such Preemptive Rightholder elects to purchase.

(c) Each such Preemptive Rightholder shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Securities not accepted for purchase by any other Preemptive Rightholders, in which event such Offered Securities not accepted by such other Preemptive Rightholders shall be deemed to have been offered to and accepted by the Preemptive Rightholders exercising such additional right under this paragraph (c) *pro rata* in accordance with their respective Proportionate Percentages (determined without regard to those Preemptive Rightholders not electing to purchase their full respective Proportionate Percentages under the foregoing paragraph (a)) on the same terms and conditions as those specified in the Preemptive Offer, but in no event shall any such electing Preemptive Rightholder be allocated a number of New Securities in the Company in excess of the maximum number of Offered Securities such Preemptive Rightholder has elected to purchase in its Notice of Acceptance.

(d) At the closing of the purchase of New Securities subscribed for by the Preemptive Rightholders under this Article IX, the Company shall deliver certificates (if applicable) representing such equity Securities, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Preemptive Rightholders that elected to purchase such New Securities and after payment therefor, duly authorized, validly issued and fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by

it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(e) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Preemptive Rightholders do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of the Preemptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and/or sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.8 shall be held at a time and place as the parties to the transaction may agree.

(f) Preemptive Rights Exception. Notwithstanding anything to the contrary herein, if the Board of Managers, acting in good faith, determines (whose determination shall be conclusive) that it would be in the best interests of the Company to issue New Securities which would otherwise be required to be offered to the Preemptive Rightholders under this Section 9.8 prior to making such offer, the Company may issue such New Securities to a Person (an "***Accelerated Acquirer***") without first complying with the procedures set forth in Section 9.8(a); provided, that within ten (10) Business Days after the occurrence of such issuance, the Company shall provide to each Preemptive Rightholder: (i) written notice of such issuance and the Preemptive Offer required by Section 9.8(a) and (ii) the Preemptive Right to purchase such Preemptive Rightholder's Proportionate Percentage of the New Securities that such Preemptive Rightholder would have been entitled to purchase pursuant to the procedures set forth in Sections 9.8(a) and 9.8(b) had this Section 9.8(f) not been invoked, subject to such Preemptive Rightholder's delivery of a Notice of Acceptance pursuant to Section 9.8(b) prior to the later of the end of the specified period of the Preemptive Offer and five (5) Business Days after receipt of notice of the Preemptive Offer, and which shall be on the same terms and conditions provided in the provisions of this Section 9.8 relating to the Preemptive Right, the closing of such purchase to take place as soon as reasonably practicable. If one or more Preemptive Rightholders exercises its election to make a purchase, the Company shall give effect to each such exercise by (i) requiring that the Accelerated Acquirer (in which case the Accelerated Acquirer hereby agrees to) sell down a portion of its New Securities, (ii) issuing additional New Securities to such Preemptive Rightholder(s) or (iii) a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rightholder(s) with the same amount of New Securities that such Preemptive Rightholder(s) would have been entitled to pursuant to clause (A) of the second sentence of Section 9.8(a) had this Section 9.8(f) not been invoked.

(g) Transfer of Preemptive Rights. The Preemptive Rights set forth in this Section 9.8 may be assigned by any Preemptive Rightholder to any assignee of such Preemptive Rightholder; provided, that (i) such assignee is an "accredited investor" and (ii) such assignee complies with Section 9.1(b) and Section 9.5.

9.9 Transfers Among Members. Each Member acknowledges and agrees, with respect to any Transfer by or with any Member who is entitled to designate any member of the Board of Managers or an Observer or who otherwise has a representative of such Member or its Affiliates serving on the Board of Managers pursuant to Section 5.3 (any such Member, a "***Counterparty***") that (a) no Counterparty has made any representation or warranty, express or implied, regarding the Company or its Subsidiaries and any such purported representations or warranties are expressly disclaimed and waived; and (b) a Counterparty may have, or may come into possession of, information with respect to the Membership Interests, the Company

or its Subsidiaries that may constitute material non-public information or information that is not known to other Members and that may be material to a decision to the purchase or sale of Membership Interests by or with such Counterparty ("***Counterparty Excluded Information***"). In connection with any such purchase or sale of Membership Interests by or with such Counterparty, such Counterparty may, in his, her or its sole discretion and upon written request, require the applicable Member purchasing or selling Membership Interests, including any Tag-Along Rightholder, to enter into a confidentiality agreement in form and substance satisfactory to the Company (but shall not include any cleansing provision or similar provision), pursuant to which the Counterparty shall disclose to such Member, including any such Tag-Along Rightholder, all Counterparty Excluded Information in such Counterparty's possession. Within three (3) Business Days of receiving such Counterparty Excluded Information, the applicable Member, including any applicable Tag-Along Rightholder, may revoke its purchase or sale, including its Tag-Along Notice. Each Member irrevocably and unconditionally waives and releases the Company, the Counterparty and their respective Affiliates from any and all claims (whether for Damages, rescission or any other relief), that it might have against the Company, the Counterparty or their respective Affiliates, whether under applicable securities laws or otherwise, with respect to any Counterparty Excluded Information in connection with such purchase or sale, and each Member has agreed not to solicit or encourage, directly or indirectly, any other Person to assert any such claim. Each Member further confirms that it understands the significance of the foregoing waiver.

9.10 Redemption Rights Relating to Incentive Interests.

(a) The provisions set forth in this Section 9.10 shall apply to any holder of Incentive Interests who ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries at any time after the Effective Date (each, an "***Employee Redeemed Member***"). In the case of any inconsistency between the terms of this Section 9.10 and the explicit terms of an Employee Redeemed Member's employment agreement, grant document or award agreement with the Company or its Subsidiaries, as applicable, the explicit terms of such Employee Redeemed Member's employment agreement, grant document or award agreement shall govern. This Section 9.10 shall not apply to any specific Incentive Interests if so determined by resolution or written consent of the Board of Managers at the time of the issuance of such Incentive Interests.

(b) If an Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries for any reason at any time, all unvested Incentive Interests held by such Employee Redeemed Member shall automatically terminate and be forfeited in all respects.

(c) If an Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or to provide services to, the Company or its Subsidiaries for any reason at any time, the Company shall have the right (but not the obligation), upon delivery of a written notice to the Employee Redeemed Member (the "***Employee Redemption Notice***") within twelve (12) months after the applicable date such Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries (such date, the applicable "***Service Termination Date***"), to repurchase all vested Incentive Interests owned by the Employee Redeemed Member (the "***Employee Redeemed Member Repurchase Right***"). Any repurchase price hereunder shall be paid to the Employee Redeemed Member no later than one hundred twenty (120) days after the date of delivery of the Employee Redemption Notice in the form of (at the Board of Manager's sole discretion): (i) a cashier's check, (ii) wire transfer of funds or (iii) a promissory note that shall accrue interest at the then-applicable Federal rate and shall be payable over a period of time not to exceed three (3) years; provided, that the Board of Managers may toll the period in which to purchase the applicable Incentive Interests if, in the good faith determination of the Board of Managers, (w) such purchase would result in a violation of any applicable law, (x) there exists any restriction on a credit or other agreement binding upon the Company, OpCo and/or

any of their respective Subsidiaries that would prohibit such purchase, (y) the Company does not have sufficient funds available to effect such purchase without triggering a default under any Indebtedness or other material agreement of the Company and/or OpCo, or (z) the consent of any Governmental Authority is required to consummate such purchase, and, in any such case (w) – (z), the Company will notify the Employee Redeemed Member in writing, upon making any such determination, that it is deferring its obligations to make such purchase until (as applicable) such consent is obtained or such violation of applicable law or credit agreement or unavailability of funds would not, as applicable, result therefrom or has ceased.

(d) If the Company elects to exercise its Employee Redeemed Member Repurchase Right, the repurchase price shall be determined as set forth below. With respect to any Incentive Interests:

(i) If such Employee Redeemed Member's employment, engagement or provision of services with the Company or its Subsidiaries was terminated for any reason other than by the Company or any of its Subsidiaries for Cause, the price to be paid by the Company to repurchase the applicable number of vested Incentive Interests from the Employee Redeemed Member shall be an amount equal to the fair market value of such vested Incentive Interests, as applicable, as of the date of delivery of the Employee Redemption Notice, as determined in good faith by the Board of Managers.

(ii) If such Employee Redeemed Member's employment, engagement, or provisions of services with the Company or its Subsidiaries was terminated by the Company or any of its Subsidiaries for Cause, then all such vested Incentive Interests shall automatically terminate and be forfeited and shall not be entitled to any distributions or other consideration hereunder or otherwise.

(e) Any distributions on any Incentive Interests repurchased from an Employee Redeemed Member by the Company pursuant to this Section 9.10 or any other agreement between the Company and any of its Subsidiaries and such Employee Redeemed Member, shall be cancelled and no distributions or payments made thereon, including pursuant to the provisions of Section 3.4.

(f) The Company will be entitled to require each Employee Redeemed Member to provide (i) representations and warranties regarding (A) its power, authority and legal capacity to enter into such sale and repurchase, (B) valid right, title and interest in such Incentive Interests and such Employee Redeemed Member's ownership of such Incentive Interests, (C) the absence of any liens on such Incentive Interests, and (D) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which such Employee Redeemed Member or the assets of such Employee Redeemed Member are bound as the result of such sale, and (ii) customary releases in connection with such termination of the Employee Redeemed Member and such repurchase of Incentive Interests. Should the Company elect to exercise the Employee Redeemed Member Repurchase Rights pursuant to this Section 9.10 and such Employee Redeemed Member fails to deliver all of such Incentive Interests in accordance with the terms hereof, the Company may, at its option, in addition to all other remedies it may have, cancel on its books such Incentive Interests registered in the name of such Employee Redeemed Member, and all of such Employee Redeemed Member's right, title and interest in and to such Incentive Interests shall terminate in all respects. An Employee Redeemed Member with respect to which the Employee Redeemed Member Repurchase Right is exercised hereunder, on the one hand, and the Company, on the other hand, shall each pay their respective costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of this Section 9.10.

(g) All Incentive Interests (vested or unvested) shall automatically terminate and be forfeited in all respects on the ten (10) year anniversary of the applicable grant date, unless otherwise determined by the Board of Managers at the time of issuance.

ARTICLE X
REGISTRATION RIGHTS

10.1 Demand Registration Right.

(a) At any time prior to or after an Initial Public Offering, each Member or group of Members which collectively holds a Percentage Ownership of fifty percent (50%) or more (collectively, the "***Initiating Members***"), may make a written request (specifying the intended method of disposition and the amount of Registrable Securities proposed to be sold) that the Company effect, and the Company shall use its reasonable best efforts to effect, a public offering (a "***Demand Registration***") of all or a portion of the Registrable Securities collectively held by such Members (subject to Section 10.4(a)). The Company shall not be obligated to effect a Demand Registration if the Registrable Securities requested by the Initiating Member to be registered have (x) at any time prior to the Initial Public Offering, an estimated aggregate public offering price (before deduction of any underwriting discounts and commissions) of less than fifty million dollars ($50,000,000) or (y) at any time after an Initial Public Offering, an estimated aggregate public offering price (before deduction of any underwriting discounts and commissions) of less than twenty million dollars ($20,000,000). If the Board of Managers, in its good faith judgment, determines that any registration of the Registrable Securities should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company (a "***Valid Business Reason***"), the Company may (1) postpone filing a Registration Statement relating to a Demand Registration until such Valid Business Reason no longer exists, but in no event for more than one hundred and eighty (180) days, and (2) in case a Registration Statement has been filed relating to a Demand Registration, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of the Board of Managers, acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated; provided, however, that a new Registration Statement is filed within one hundred and eighty (180) days thereafter, or may postpone amending or supplementing such Registration Statement, but in no event for more than one hundred and eighty (180) days; provided, however, that if the registration of Registrable Securities is postponed pursuant to clause (1), the Company shall not be permitted to register under the Securities Act any equity Securities of the Company owned by other Members of the Company during any such postponement. The Company shall give written notice of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone or withdraw a filing under this Section 10.1 more than once in any twelve (12) month period. For the avoidance of doubt, any postponement or withdrawal of a Registration Statement shall not constitute a Demand Registration.

(b) The Company shall use its reasonable best efforts to cause such Demand Registration to be in the form of a firm commitment underwritten offering and the managing underwriter or underwriter selected for such offering shall be the Company Underwriter (as defined herein). In connection with any Demand Registration under this Section 10.1 involving an underwritten offering, none of the Registrable Securities held by an Initiating Member making a request for inclusion of such Registrable Securities shall be included in such underwritten offering unless such Initiating Member accepts the terms of the offering, such terms to be in an underwriting agreement in customary form agreed to between the Company and the managing underwriter or

underwriters selected for such underwriting by the Company (the "***Company Underwriter***"), and then only in such quantity as will not, in the opinion of the Company Underwriter, jeopardize the success of such offering.

10.2 Piggyback Registration Right.

(a) Within ten (10) Business Days following receipt by the Company of a request from the Initiating Members to effect a Demand Registration, the Company shall give written notice of such request to each Piggyback Member (the "***Non-Initiating Members***"), which shall describe the anticipated filing date, the proposed registration and distribution, and offer the Non-Initiating Members the opportunity to register their *pro rata* share of Registrable Securities (an "***Incidental Registration***") in such registration. Following the receipt of such notice, each Non-Initiating Member shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) Business Days following receipt of notice from the Company, to include all or any portion of their Registrable Securities in such Demand Registration (subject to Section 10.4(a)). The right of each Non-Initiating Member to have Registrable Securities included in a Demand Registration pursuant to this Section 10.2(a) shall be conditioned upon such Non-Initiating Member entering into (together with the Initiating Members) an underwriting agreement in customary form with the Company Underwriter. Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Company Underwriter to permit each such Non-Initiating Member to participate in the Incidental Registration to include its Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Initiating Members.

(b) In connection with an offering by the Company (or any successor thereto) for its own account or for the benefit of any Member (other than a Registration Statement on Form S-4 or Form S-8 or any successor thereto), the Company shall give written notice to all of the Members within ten (10) Business Days prior to the proposed offering. Following the receipt of such notice, each Member (together with its Affiliates and Permitted Transferees) shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) days following receipt of such notice from the Company, to include all or any portion of its Registrable Securities in such offering (subject to Section 10.4(b)). The right of each Member to have Registrable Securities included in an offering pursuant to this Section 10.2(b) shall be conditioned (if an underwritten offering) upon each Member entering into (together with the Company) an underwriting agreement in customary form with the Company Underwriter. Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Company Underwriter to permit the Members to participate in a registration pursuant to this Section 10.2(b) to include its Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Company or any other Member.

10.3 Effective Demand Registration. The Company shall use its reasonable commercial efforts to cause any Demand Registration to become effective not later than ninety (90) days after it receives a request under Section 10.1(a) and to remain effective for the lesser of (i) the period during which all Membership Interests registered in the Demand Registration are sold and (ii) ninety (90) days; provided, however, that a registration shall not constitute a Demand Registration if (x) after such Demand Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other Governmental Authority for any reason not solely attributable to the Initiating Members and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, other than by reason of a failure by the Initiating Members. Subject to the exceptions described in Section 10.1 and this

Section 10.3, the Company shall be obligated to effect only an aggregate of four (4) Demand Registrations under this Agreement.

10.4 Cutback.

(a) If the Company Underwriter, in connection with a Demand Registration, shall advise the Company in writing on or before the date five (5) days prior to the date then scheduled for such offering that, in its opinion, the amount of Registrable Securities requested to be included in such Demand Registration exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, then the Company will reduce the Registrable Securities to be included in such offering *pro rata* based on the number of Registrable Securities owned by each such Initiating Member and Non-Initiating Member.

(b) If the Company Underwriter, in connection with an offering by the Company (or any successor thereto) for its own account or for the benefit of any Member (other than a Demand Registration or a Registration Statement on Form S-4 or Form S-8 or any successor thereto) shall advise the Company in writing on or before the date that is five (5) days prior to the date then scheduled for such offering that, in its opinion, the amount of Registrable Securities requested to be included in such offering exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, then, the Company will reduce the Registrable Securities to be included in such offering by (i) first, including only the Registrable Securities (or portion thereof) being sold for the account of the Company as advised by the Company Underwriter can be included and (ii) second, to the extent that all Registrable Securities being sold for the account of the Company can be included, then including only the total number of Registrable Securities of the Members in such offering as advised by the Company Underwriter can be included (in addition to all such Registrable Securities being sold for the account of the Company), with each such Member entitled to include its *pro rata* share based on the number of Registrable Securities owned and proposed to be included by such Member.

10.5 Form S-3 Registration.

(a) S-3 Registration. Following an Initial Public Offering and upon the Successor Corporation becoming eligible for use of Form S-3 (or any successor form thereto) under the Securities Act in connection with a public offering of its securities, in the event that the Successor Corporation shall receive from any Member who, together with its Affiliates, holds at least fifteen percent (15%) of the then outstanding Stock of the Successor Corporation (on a fully diluted basis, excluding, for purposes of this calculation, the Incentive Interests) (such Member, the "***S-3 Initiating Member***") a written request that the Successor Corporation register, under the Securities Act on Form S-3 (or any successor form then in effect) (an "***S-3 Registration***"), all or a portion of the Stock owned by such S-3 Initiating Member, the Successor Corporation shall give written notice of such request to all of the other Members (other than S-3 Initiating Member) at least ten (10) Business Days before the anticipated filing date of such Form S-3, and such notice shall describe the proposed registration and offer such other Members the opportunity to register the number of shares of Stock as each other Member may request in writing to the Successor Corporation, given within ten (10) Business Days after their receipt from the Successor Corporation of the written notice of such registration. If requested by the S-3 Initiating Member, such S-3 Registration shall be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act. The Successor Corporation shall use its reasonable best efforts to (x) cause such registration pursuant to this Section 10.5 to become and remain effective as soon as practicable, but in any event not later than forty-five (45) days after it receives a request therefor and (y) include in such offering the Stock of the other Members (other than S-3 Initiating Member) (the "***S-3 Non-Initiating***

Members") who have requested in writing to participate in such S-3 Registration on the same terms and conditions as the Stock of the S-3 Initiating Member.

(b) Delay of S-3 Registration. If the Board of Managers has a Valid Business Reason, the Successor Corporation may (x) postpone filing a Registration Statement relating to a S-3 Registration until such Valid Business Reason no longer exists, but in no event for more than ninety (90) days, and (y) in case a Registration Statement has been filed relating to a S-3 Registration, if the Valid Business Reason has not resulted from actions taken by the Successor Corporation, the Successor Corporation, upon the approval of a majority of the Board of Managers acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such Registration Statement. The Successor Corporation shall give written notice to the Members of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Successor Corporation may not postpone or withdraw a filing due to a Valid Business Reason more than once in any twelve (12) month period. The Successor Corporation shall not be required to effect any registration pursuant to this Section 10.5, (i) within ninety (90) days after the effective date of any other Registration Statement of the Successor Corporation, (ii) if Form S-3 is not available for such offering by the S-3 Initiating Member, (iii) if the Registrable Securities requested by the S-3 Initiating Member to be registered have an estimated aggregate public offering price of less than five million dollars ($5,000,000), or (iv) the plan of distribution with respect to the Registrable Securities to be included in such S-3 Registration is to be conducted pursuant to an underwritten public offering.

(c) Cutback. If the Successor Corporation in connection with any S-3 Registration shall advise the S-3 Initiating Member and S-3 Non-Initiating Member in writing on or before the date five (5) Business Days prior to the date then scheduled for such offering that, in its good-faith opinion, the amount of Stock requested to be included in such S-3 Registration exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Stock being offered, then the Successor Corporation may reduce the Registrable Securities to be included in such S-3 Registration, (i) *pro rata* based on the Percentage Ownership owned by each S-3 Initiating Member and the S-3 Non-Initiating Members or (ii) as otherwise may be agreed upon among the S-3 Initiating Member and the S-3 Non-Initiating Members.

10.6 Registration Procedures. As used in this Section 10.6, the term "Company" shall also include the Successor Corporation, and the term "Registrable Securities" shall also include Stock, as the case may be. Whenever registration of Registrable Securities has been requested pursuant to Section 10.1 or Section 10.2, the Company shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as quickly as practicable, and in connection with any such request, the Company shall, as expeditiously as possible:

(i) prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become effective; provided, however, that (x) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide counsel selected by the Members ("***Members' Counsel***") with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the Commission, subject to such documents being under the Company's control, and (y) the Company shall promptly notify the Members' Counsel and each seller of

Registrable Securities of any stop order issued or threatened by the Commission, and shall promptly take all action required to prevent the entry of such stop order or to remove it if entered;

(ii) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (x) one hundred and twenty (120) days and (y) such shorter period which will terminate when all Registrable Securities covered by such Registration Statement have been sold, and shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) furnish to each seller of Registrable Securities, prior to filing a Registration Statement, a reasonable number of copies of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case, including all exhibits thereto), and the prospectus included in such Registration Statement (including each preliminary prospectus), as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may request, and to continue such qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold (whichever is shortest), and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided, however, that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 10.6(iv), (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction;

(v) notify each seller of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) enter into and perform customary agreements (including an underwriting agreement in customary form with the Company Underwriter) and take such other actions as are reasonably prudent and required in order to expedite or facilitate the disposition of such Registrable Securities, including causing its officers to participate in "road shows" and other information meetings organized by the Company Underwriter;

(vii) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, which shall be consistent with the due diligence and disclosure

obligations under securities laws applicable to the Company and the Members, make available at reasonable times for inspection by any managing underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Members' Counsel and any attorney, accountant or other agent retained by any managing underwriter, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries (collectively, the "***Records***") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its Subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Person in connection with such Registration Statement;

(viii) if such sale is pursuant to an underwritten offering, obtain "cold comfort" letters dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as Members' Counsel or the managing underwriter reasonably requests;

(ix) furnish, at the reasonable request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration or, if such securities are not being sold through underwriters, on the date the Registration Statement with respect to such securities becomes effective, an opinion, dated as of such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such legal matters with respect to the registration in respect of which such opinion is being given as the underwriters, if any, and such seller may reasonably request and are customarily included in such opinions;

(x) comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xi) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed provided that the applicable listing requirements are satisfied;

(xii) keep Members' Counsel reasonably informed as to the initiation and progress of any registration under Section 10.1 or Section 10.2, as applicable;

(xiii) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with any Governmental Authority; and

(xiv) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

10.7 Seller Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish, and such seller hereby agrees to furnish, to the Company such information regarding the distribution of such securities as the Company may from time to time reasonably request in writing.

10.8 Notice to Discontinue. Each Member agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 10.6(v), such Member shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Member's receipt of the copies of the supplemented or amended prospectus contemplated by Section 10.6(v) and, if so directed by the Company, such Member shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Member's possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice under Section 10.6(v), the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including the period referred to in Section 10.6(ii)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 10.6(v) to and including the date on which sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 10.6(v).

10.9 Registration Expenses. The Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Article X, including (i) Commission, National Securities Exchange and any other registration or filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and expenses of counsel to the Company and of its independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any "cold comfort" letters or any special audits incident to or required by any registration or qualification) and, in an amount not exceeding one hundred thousand dollars ($100,000), the reasonable legal fees, charges and expenses of a single counsel to the Members incurred by such Members participating in any registration as a group, and (v) any liability insurance or other premiums for insurance obtained in connection with any Demand Registration or piggy-back registration thereon or Incidental Registration pursuant to the terms of this Agreement, regardless of whether such Registration Statement is declared effective. The holder of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to registration and sale of such Members' Registrable Securities and, subject to clause (iv) above, shall bear the fees and expenses of their own counsel.

10.10 Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Member, its partners, directors, officers, Affiliates and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Member from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (each, a "***Liability***" and collectively, "***Liabilities***"), arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, under the circumstances such statements were made), except insofar as such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning any Member furnished in writing to the Company

by such Member expressly for use therein, including the information furnished to the Company pursuant to Section 10.10(b). The Company shall also provide customary indemnities to any underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such underwriters (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Members.

(b) Indemnification by the Members. In connection with any Registration Statement in which any Member is participating pursuant to Section 10.1, Section 10.2 or Section 10.5, each Member shall promptly furnish to the Company in writing such information with respect to such Member as the Company may reasonably request or as may be required by law for use in connection with any such Registration Statement or prospectus and all information required to be disclosed in order to make the information previously furnished to the Company by such Member not materially misleading or necessary to cause such Registration Statement not to omit a material fact with respect to such Member necessary in order to make the statements therein not misleading. Each Member agrees to indemnify and hold harmless the Company, its partners, directors, officers, Affiliates, any underwriter retained by the Company and each Person who controls the Company or such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against any and all Liabilities arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, under the circumstances such statements were made), but if and only to the extent that such Liability arises out of or is based upon any untrue statement or alleged omission or alleged untrue statement or omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning such Member furnished in writing by such Member expressly for use therein; provided, however, that the total amount to be indemnified by each Member pursuant to this Section 10.10(b) shall be limited to such Members' *pro rata* portion of the net proceeds (after deducting the underwriters' discounts and commissions) received by such Member in the offering to which the Registration Statement or prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 10.10 (the "***Indemnified Party***") agrees to give prompt written notice to the indemnifying party (the "***Indemnifying Party***") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by such

counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent. No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 10.10 from the Indemnifying Party is held by a court of competent jurisdiction to be unavailable to an Indemnified Party hereunder in respect of any Liabilities referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and Indemnified Party on the other in connection with the statements or omissions which resulted in such Liabilities, as well as other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 10.10(a), 10.10(b) and 10.10(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; provided, however, that the total amount to be contributed by any Member shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by the Member in the offering.

(e) Fraud. The parties hereto agree that it would not be just and equitable if contribution pursuant to Section 10.10(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

10.11 Initial Public Offering.

(a) In connection with an Initial Public Offering of the Company, all Members shall and shall cause their Affiliates to take all necessary or desirable actions in connection with the consummation of such transaction (i) to, as the Board of Managers may reasonably request, (x) convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), or (y) accomplish the foregoing by effecting a transaction that is treated as the contribution of the Registrable Securities of the Company into a newly formed "shell" corporation pursuant to Section 351 of the Code, with the result that each Member shall hold capital stock of such surviving corporation or business entity

(in each case, the "***Successor Corporation***"), and (ii) to cause the Successor Corporation to assume all of the obligations of the Company under this Article X.

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in Section 10.11(a) in the most Tax efficient manner for the Members, including any Members that are treated as corporations for Federal Income Tax purposes. Upon the unanimous vote of the Board of Managers that such action is necessary to preserve the benefits of "tacking" under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Membership Interests of the Company shall automatically convert into shares of common stock of the Successor Corporation (the "***Stock***") immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine.

(d) In the event that the Company determines to permit sales of shares of Stock held by Members in connection with an Initial Public Offering, all Members shall have the right to include in such offering a pro rata number of such Member's Membership Interests.

10.12 Registration Rights Agreement. The Company and each Member acknowledges and agrees that in connection with and effective upon the consummation of an Initial Public Offering, the Company and each of the Members will enter into a registration rights agreement on substantially the terms and conditions set forth in this Article X.

ARTICLE XI
DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS

11.1 Events of Dissolution. This Section 11.1 sets forth the exclusive events which will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the limited liability company agreement otherwise provides shall not become operative. The Company shall be dissolved upon any of the following events (each, an "***Event of Dissolution***"):

(a) The Board of Managers shall elect to dissolve the Company; or

(b) A dissolution is required under Section 18-801(a)(4) of the Act or there is entered a decree of judicial dissolution under Section 18-802 of the Act.

11.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with the Act and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind and its determination shall be conclusive. The Board of Managers shall liquidate and wind up the affairs of the Company as follows:

(a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with IFRS as of the date of dissolution.

(b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers, whose determination shall be conclusive, not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); provided, however, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be conclusive) shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:

(i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, subject to the applicable provisions of Section 3.4, the remaining proceeds to the Members *pro rata* in accordance with the Membership Interests held by each Member.

(d) A certificate of cancellation, as required by the Act, shall be filed by the Board of Managers.

11.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any party from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

11.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XII
MISCELLANEOUS

12.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants.

12.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

12.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by electronic mail or personally delivered on a Business Day during normal business hours (or, if by electronic mail outside of normal business hours or not on a Business Day, on the next succeeding Business Day), (b) on the Business Day following the date of dispatch by overnight courier, or (c) on the third (3rd) Business Day following the date of mailing by registered or certified mail, return receipt requested, in each case, addressed to the Company or the Board of Managers at the address of the Principal Office of the Company set forth in Section 2.5, or to a Member at such Member's address shown on the Register of Members, or in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 12.3. No notices under Sections 9.3, 9.4, or 9.8 may be given by mail pursuant to clause (c) above.

12.4 Amendments; Termination. Except as otherwise expressly provided herein, this Agreement and the Certificate may not be modified, amended or restated, and provisions hereof may not be waived without the approval of the Board of Managers and approval of the Members pursuant to Section 6.14(a); provided, however, that (a) any amendment, modification or waiver (including an amendment, modification or waiver to clause (a) of this Section 12.4) that would adversely affect in any respect the rights or obligations of any Member without similarly and proportionally affecting the rights or obligations hereunder of all other Members (other than in *de minimis* respects and, for the avoidance of doubt, without giving effect to any Member's specific holdings of Membership Interests, tax or economic position or any other matters personal to a Member or any rights given to Members owning a certain level of Membership Interests and not to such affected Member specifically), shall not be effective as to such Member without such Member's prior written consent; (b) any amendment or modification (i) to the right of certain Members to appoint Managers or Observers pursuant to Section 5.3(a), (ii) to Sections 3.2, 3.4, 7.1, 7.2, 7.3, 7.5, 9.3 or clause (b) of this Section 12.4, or (iii) that would require Additional Capital Contributions of the then existing Members or change the limited liability of the Members provided for herein and in the Act, shall, in each case of (i), (ii), and (iii), require the prior written consent of each Member adversely affected by such amendment or modification; (c) subject to compliance with Sections 6.14(a) and 9.8 and the foregoing clause (b) of this proviso, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board of Managers as contemplated by Section 4.2 without the consent of the Members; (d) no consent of any Member who holds only Incentive Interests shall be required to modify, amend or restate this Agreement; (e) the Company shall automatically amend (or cause to be amended) the Register of Members and Schedule 5.3(a) hereto pursuant to the terms of this Agreement without the consent of the Members; and (f) upon any modification, amendment or restatement of this Agreement (other than an amendment to the Register of Members), the Company shall distribute to each of the Members a copy of such modification, amendment or restatement of this Agreement. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; provided, however, that any such writing may be by means of an electronic writing or electronic mail. This Agreement shall terminate automatically upon the consummation of an Initial Public Offering and the entry into a registration rights agreement pursuant to Section 10.12 on substantially the same terms as set forth in Article X by the Company and each Member.

12.5 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the Act or existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

12.6 Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

12.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

12.9 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Court of Chancery of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum and (ii) any and all right to trial by jury in any such suit, action or proceeding. Service of process, summons, notice or other document by registered mail to the address designated in Section 12.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

12.11 No Third Party Beneficiaries. Nothing contained in this Agreement (other than the provisions of Article VII and Section 10.10, of which the Protected Persons, Indemnitees and Indemnified Parties, respectively, are intended third party beneficiaries who shall be entitled to enforce such provisions as if parties hereto), express or implied, is intended to or shall confer upon anyone other than the parties (and their successors and permitted assigns) and the Company any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.12 Specific Performance. Each party hereto agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the other parties hereto would be irreparably harmed if any of the provisions of the Agreement are not performed in accordance with their specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, in addition to any other remedy to which a non-breaching party may be entitled at law, a non-breaching party shall be entitled to specific performance (including injunction or injunctions to prevent breaches) of the terms of this Agreement without the posting of any bond to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof. Each party further waives any defense that a remedy

at law would be adequate in any action or proceeding for specific performance or injunctive relief hereunder.

12.13 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Membership Interest which is considered to be Company property, regardless of the manner in which title to such property may be held.

12.14 Investment Representation.

(a) Each Member, by execution of this Agreement, (i) represents that it has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement, (ii) represents that this Agreement has been duly and validly executed and delivered by such Member and, assuming due and valid execution and delivery hereof by the Company, does, or upon its execution by the Member will, constitute valid and legally binding obligations of such Member, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity, (iii) represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, (iv) represents to each other Member and to the Company that such Member is acquiring a Membership Interest in the Company for the purpose of investment for such Member's own account, with the intent of holding such Membership Interest for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (v) represents it is not relying (and will not at any time rely) upon any information, representation or warranty by the Company other than as set forth in this Agreement, (vi) acknowledges it has read and understands this Agreement and understands the terms and conditions herein, (vii) acknowledges that such Member must bear the economic risk of loss of such Member's capital contributions to the Company because this Agreement contains restrictions on Transfer and because the Membership Interests in the Company have not been registered under applicable United States federal and state securities laws (it being understood that the Company shall be under no obligation so to register such Membership Interests in the Company) and cannot be Transferred unless registered under such securities laws or an exemption therefrom is available, and (viii) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of the inaccuracy of any representation contain in this Section 12.14.

12.15 Confidentiality.

(a) Except as and to the extent as may be required by applicable law (including COAM Laws), regulatory authorities or examinations, without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of, Confidential Information or any of the terms, conditions, or other aspects of this Agreement; provided, however, that a Member and its respective equity owners may disclose Confidential Information (i) to its Affiliates and its and their officers, directors, agents, employees and other representatives who are subject to obligations of confidentiality, (ii) to its attorneys, accountants, consultants, and other

professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company and who agreed to abide by the confidentiality provisions contained herein, (iii) to its equity owners and investors, co-investors, managed accounts, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality, in each case in the ordinary course of business or in connection with customary marketing and reporting activities; provided, however, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (iii); provided further that for each of clauses (i), (ii) and (iii), the applicable Member shall be responsible for any breach of the applicable confidentiality obligations, and (iv) to a bona fide potential purchaser or seller of Membership Interests held by such Member if such bona fide potential purchaser or seller executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 12.15 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. Each Member shall use, and shall cause its officers, directors, agents, employees and other representatives to whom Confidential Information is disclosed to use, the Confidential Information only in connection with its investment in the Membership Interests of the Company and not for any other purpose (including to disadvantage the Company or any other Member). As used herein, "***Confidential Information***" means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company and its Subsidiaries (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure (i) was in the public domain or otherwise in the possession of the disclosing Person (from a source not known by the disclosing Person to be subject to confidentiality obligations with respect thereto), unless such information, knowledge, systems or data was placed into the public domain or became known to such disclosing Person in violation of any non-disclosure obligation, including this Section 12.15, or (ii) was or is independently developed by the disclosing Person or any of its representatives without reference to the Confidential Information. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 12.15 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable law to disclose any Confidential Information (other than to a regulatory or self-regulatory authority), it must, to the extent permitted by applicable law, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Such Member shall cooperate, at the Company's sole cost and expense, with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable law when required to do so.

(c) Each Member shall indemnify the Company for any Damages incurred, suffered or sustained by the Company as a result of any breach by such Member of Section 12.14 or this Section 12.15 (including any breach by an Observer appointed by such Member, if any).

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

COMPANY:

LB NEWHOLDCO, LLC

_____

Name:
Title:

MEMBERS:

Name of Institution: _____

Signature: _____
Name: _____
Title: _____

Address: [●]

Email Address: [●]

Exhibit A

Form of Joinder

JOINDER

The undersigned is executing and delivering this Joinder, dated as of [___], to that certain Amended and Restated Limited Liability Company Agreement of LB NewHoldCo, LLC, a Delaware limited liability company (the "***Company***"), dated as of [●], 2023 (as amended, modified, restated or supplemented from time to time, the "***LLC Agreement***"), in connection with the transfer of ownership of Membership Interests (as defined in the LLC Agreement) held by [____] to the undersigned. Defined terms used but not otherwise defined herein shall have the respective meanings set forth in the LLC Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby (i) agrees to become a party to, to be bound by, and to comply with all of the provisions, obligations and responsibilities of the LLC Agreement on and after the date hereof in the same manner as if the undersigned were an original signatory to the LLC Agreement; (ii) agrees that the undersigned shall be a Member of the Company, as such term is defined in the LLC Agreement; (iii) represents and warrants to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof, and (2) the new Member is not a Competitor of the Company and will make such other representations as the Company shall deem necessary or appropriate; (iv) will provide the Company with all information and copies of all documents which the Board of Managers reasonably requests in connection with any COAM Approval or as otherwise required in order to comply with any applicable COAM Law; and (v) acknowledges that the Membership Interests are not registered under the Securities Act and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Additionally, the undersigned agrees and acknowledges that the address provided on the signature page hereto shall be included as part of the current Register of Members (as defined in the LLC Agreement) of the LLC Agreement as if originally provided therein.

[_____]

By: _____

Name: _____

Title: _____

Address:

E-mail:

Attention:

Exhibit B

Form of Notice of Transfer

Notice of Transfer
Re: Transfer of Membership Interests
in LB NewHoldCo, LLC

Dated as of [_____]

To: LB NewHoldCo, LLC
5820 Live Oak Parkway, #300
Norcross, Georgia 30093
Attn: [_____]

To whom it may concern:

Reference is hereby made to that certain Amended and Restated Limited Liability Company Agreement, dated as of [●], 2023 (as amended, modified, restated or supplemented from time to time, the "***LLC Agreement***"), of LB NewHoldCo, LLC, a Delaware limited liability company (the "***Company***"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

The undersigned Member (the "***Transferor***") hereby certifies that effective five (5) Business Days following the Company's receipt of this Notice of Transfer (the "***Effective Date***"), the Transferor will transfer [●] Membership Interests to [●] (the "***Transferee***") for a price per Membership Interest of $[●].

The undersigned hereby certifies that (i) such transfer is permitted under Article IX of the LLC Agreement, (ii) neither the Transferee nor any of the Transferee's Affiliates is a Competitor of the Company, and (iii) for value received, effective as of the Effective Date, the undersigned Transferor hereby sells, assigns and transfers unto the Transferee [●] Membership Interests standing in such undersigned Transferor's name on the books of the Company and hereby irrevocably constitutes and appoints the Company as attorney-in-fact of the undersigned to transfer said Membership Interests on the books of the Company with full power of substitution.

[Signature Page Follows]

Very truly yours,

By _____
Name: _____
Title: _____

Schedule 5.3(a)

Manager	Appointment
Vacant	CEO Manager
Greg Woolard	Arbour Lane Manager
Byron Boothe	Independent Manager
Tripp Lane	Independent Manager
Jaymin Patel	Independent Manager

Schedule 5.3(c)

Observer	Significant Member
Thomas Lynch	Arbour Lane
Andrew Robbins	Fortress
James Roche	Willow Tree
Pratik Desai	Bardin Hill

EXHIBIT A-2

Blackline of Amended and Restated Limited Liability Company Agreement for LB NewHoldCo, LLC

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

~~[~~LB NEWHOLDCO~~]~~, LLC[1]

(a Delaware limited liability company)

Effective as of

[●], 2023

THE MEMBERSHIP INTERESTS REFERENCED IN THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND THEIR OFFER AND SALE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE MEMBERSHIP INTERESTS THAT ARE REFERENCED HEREIN MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IF THE OFFER OR SALE HAS BEEN REGISTERED AND/OR QUALIFIED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION AND/OR QUALIFICATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE. THERE IS CURRENTLY NO TRADING MARKET FOR THE MEMBERSHIP INTERESTS, AND IT IS NOT ANTICIPATED THAT ONE WILL DEVELOP. THERE ARE RESTRICTIONS UPON THE TRANSFERABILITY AND VOTING RIGHTS OF THE MEMBERSHIP INTERESTS SET FORTH HEREIN. NO SALE, TRANSFER, OR OTHER DISPOSITION BY A MEMBER OF ITS MEMBERSHIP INTERESTS MAY BE MADE EXCEPT IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN. THEREFORE, MEMBERS MAY NOT BE ABLE TO READILY LIQUIDATE THEIR INVESTMENTS.

[1] **Note**: This Agreement is contemplated to be entered into on emergence from the chapter 11 cases in accordance with the Restructuring Steps Memorandum, replacing the initial Limited Liability Company Agreement that shall have been in effect from the formation of ~~[~~LB NewHoldCo~~]~~, LLC until emergence.

Article I DEFINITIONS 5
1.1 Definitions. 5
1.2 Construction; Usage Generally ~~11~~12
1.3 Cross References to Other Defined Terms 12

Article II THE COMPANY AND ITS BUSINESS 14
2.1 Formation 14
2.2 Company Name 14
2.3 Effective Date 14
2.4 Term 14
2.5 Offices 14
2.6 Registered Office and Registered Agent ~~14~~15
2.7 Filings; Authorized Persons ~~14~~15
2.8 Purposes ~~14~~15
2.9 No Partnership ~~14~~15

Article III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS 15
3.1 Admission. 15
3.2 Additional Capital Contributions ~~15~~16
3.3 No Interest in Company Property ~~15~~16
3.4 Distributions 16

Article IV MEMBERSHIP INTEREST ~~16~~17
4.1 Membership Interest ~~16~~17
4.2 Designation of Membership Interest 17
4.3 Issuance of Membership Interests; Register; Transfer 17
4.4 Certificates ~~17~~18
4.5 Fractional Units 18
4.6 Persons Bound By Membership Interests 18

Article V MANAGEMENT OF THE COMPANY 18
5.1 Management and Control of the Company 18
5.2 Members Shall Not Manage or Control ~~18~~19
5.3 Board of Managers. ~~18~~19
5.4 Meetings of the Board of Managers ~~20~~21
5.5 Quorum and Voting. ~~20~~21
5.6 Board Specified Actions 21
5.7 Procedural Matters of the Board of Managers. ~~21~~22
5.8 Officers. 22
5.9 Terms of Office; Resignation; Removal. ~~22~~23
5.10 Related Party Transactions ~~22~~23

Article VI MEMBERS AND MEETINGS 23
6.1 Members 23
6.2 Admission of New Members ~~23~~24
6.3 Resignation ~~23~~24

6.4 Power of Members ~~23~~24
6.5 Meetings of Members ~~23~~24
6.6 Place of Meetings ~~23~~24
6.7 Notice of Members' Meetings. 24
6.8 Waiver of Notice. ~~24~~25
6.9 Voting Interests. ~~24~~25
6.10 Quorum; Vote Required ~~24~~25
6.11 Action by Written Consent of Members ~~24~~25
6.12 Voting by Ballot ~~25~~26
6.13 No Cumulative Voting ~~25~~26
6.14 Member Specified Actions ~~25~~26

Article VII EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY ~~25~~26
7.1 Exculpation. 26
7.2 Indemnification. ~~26~~27
7.3 Liability; Duties. ~~28~~29
7.4 Insurance 29
7.5 Limited Liability Company Opportunity ~~29~~30

Article VIII ACCOUNTING; FINANCIAL AND TAX MATTERS ~~29~~30
8.1 Books and Records; Reports. ~~29~~30
8.2 Fiscal Year; Taxable Year ~~31~~32
8.3 Bank and Investment Accounts ~~31~~32
8.4 Tax Election ~~31~~32

Article IX TRANSFERS OF MEMBERSHIP INTERESTS; TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PREEMPTIVE RIGHTS ~~31~~32
9.1 Limitation on Transfer ~~31~~32
9.2 Permitted Transfers ~~32~~33
9.3 Tag-Along Right. ~~32~~33
9.4 Drag-Along Right. ~~34~~35
9.5 Condition to Transfers 36
9.6 Effect of Transfer ~~36~~37
9.7 Tolling 37
9.8 Preemptive Rights. 37
9.9 Transfers Among Members 39
9.10 Redemption Rights Relating to Incentive Interests. ~~39~~40

Article X Registration rights ~~41~~42
10.1 Demand Registration Right ~~41~~42
10.2 Piggyback Registration Right ~~42~~43
10.3 Effective Demand Registration 43
10.4 Cutback ~~43~~44
10.5 Form S-3 Registration ~~43~~44
10.6 Registration Procedures 45
10.7 Seller Information 47
10.8 Notice to Discontinue ~~47~~48

10.9 Registration Expenses 47~~48~~48
10.10 Indemnification; Contribution 48
10.11 Initial Public Offering 50
10.12 Registration Rights Agreement 50~~51~~51

Article XI DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS 51
11.1 Events of Dissolution 51
11.2 Liquidation; Winding Up 51
11.3 Survival of Rights, Duties and Obligations 52
11.4 Claims of the Members 52

Article XII MISCELLANEOUS 52
12.1 Expenses 52
12.2 Further Assurances 52
12.3 Notices 52~~53~~53
12.4 Amendments; Termination 52~~53~~53
12.5 Severability 53
12.6 Headings and Captions 53~~54~~54
12.7 Counterparts 53~~54~~54
12.8 GOVERNING LAW 53~~54~~54
12.9 Jurisdiction 53~~54~~54
12.10 Entire Agreement; Non-Waiver 54
12.11 No Third Party Beneficiaries 54
12.12 Specific Performance 54
12.13 No Right to Partition 54~~55~~55
12.14 Investment Representation 54~~55~~55
12.15 Confidentiality 55

Exhibit A Form of Joinder
Exhibit B Form of Notice of Transfer
Schedule 5.3(a) Board of Managers
Schedule 5.3(c) Observers

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
[LB NEWHOLDCO], LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the "***Agreement***") of [LB NewHoldCo], LLC, a Delaware limited liability company (the "***Company***"), effective as of [●], 2023 (the "***Effective Date***"), is adopted and entered into by and among the Members from time to time party hereto and the Company.

WHEREAS, the Company was formed as a limited liability company pursuant to the Act (as defined herein) by filing a Certificate of Formation (as amended, supplemented or otherwise modified from time to time, the "***Certificate***") with the Secretary of State of the State of Delaware on [●], 2023;

WHEREAS, on [●], 2023, Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("***HoldCo***"), entered into that certain Limited Liability Company Agreement of the Company (the "***Original Agreement***") as the original sole member of the Company;

WHEREAS, on June 8 and June 9, 2023, HoldCo and its subsidiary, Lucky Bucks, LLC ("***OpCo***"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq*., in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***");

WHEREAS, HoldCo's and OpCo's chapter 11 cases have been jointly administered under the case captioned *In re Lucky Bucks, LLC, et al.*, Case No. 23-10758 (KBO);

WHEREAS, pursuant to that certain *First Amended Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* (as may be amended, modified, or supplemented from time to time in accordance with its terms, the "***Plan***") as confirmed by the Bankruptcy Court pursuant to the [*Findings of Fact, Conclusions of Law, and Order Confirming the OpCo Debtors' Joint Chapter 11 Plan and Approving the Disclosure Statement as it Relates Thereto*][Docket No. [●]]214 (the "***Confirmation Order***"), the Prepetition OpCo First Lien Lenders and OpCo DIP Lenders (each as defined in the Plan) will receive Membership Interests (as defined below) on account of claims held by such parties against HoldCo's and OpCo's bankruptcy estates;

WHEREAS, pursuant to the Plan, all Persons (as defined below) who are issued Membership Interests or receive Membership Interests pursuant to a Transfer (as defined below) from an existing holder thereof, as applicable, must become a party to this Agreement by signing this Agreement or a Joinder (as defined below);

WHEREAS, pursuant to the Confirmation Order and as set forth in the Plan, on the Effective Date, among other things, (a) all equity securities of the Company issued and outstanding prior to the Effective Date are discharged, terminated and canceled and (b) the equity interests set forth on the Register of Members are issued to the Members as set forth therein;

WHEREAS, pursuant to the Plan and Confirmation Order, as of the Effective Date, each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member) and is automatically deemed to be a party hereto as a Member without any further action and as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement; and

WHEREAS, pursuant to the Plan, the Company and the Members are authorized to enter into this Agreement for the purpose of (a) amending and restating the Original Agreement in its entirety, (b) governing the affairs of, and the conduct of the business of, the Company, (c) memorializing the terms of the Membership Interests and authorizing the future issuance of additional Membership Interests, including the Incentive Interests (as defined below), in accordance with this Agreement, and (d) setting forth their respective rights and obligations, in each case, as of and after the Effective Date.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

"***18% Member***" means each Member that, together with its Permitted Transferees, holds, as of the applicable date of determination, a Percentage Ownership equal to at least eighteen percent (18%).

"***Act***" means the Delaware Limited Liability Company Act, as amended from time to time.

"***Affiliate***" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "***control***" (including the terms "***controlled by***" and "***under common control with***") as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting Securities, by contract or otherwise. The term "***Affiliated***" shall have a correlative meaning. For the avoidance of doubt, an "Affiliate" of a Member shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (a) is directly or indirectly managed, advised, sub-advised or controlled by such Member or any Affiliate of such Member or (b) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Member; provided, however, that an Affiliate shall not include any portfolio company of any Person (including any Member); provided, further, that limited partners, non-managing members or other similar direct or indirect investors in a Member (in their capacities as such) shall not be deemed to be Affiliates of such Member.

"***Anchorage Member***" means ~~[●]~~Anchorage Capital Management, L.L.C. and its Affiliates who hold Membership Interests.

"***Arbour Lane Member***" means ~~[●]~~Arbour Lane Capital Management LP, on behalf of the funds and/or accounts it manages who hold Membership Interests.

"***Bardin Hill Member***" means ~~[●]~~Bardin Hill Investment Partners LP and its Affiliates who hold Membership Interests.

"***Beach Point Member***" means Beach Point Capital Management LP and its Affiliates who hold Membership Interests.

"***Board of Managers***" means the Board of Managers of the Company provided for in Article V.

"***Business Day***" means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in the State of New York.

"***Capital Contribution***" means the contribution made, or deemed to have been made, by a Member in accordance with Section 3.1.

"***Cause***" means, with respect to any holder of Incentive Interests, the definition of Cause in such holder's employment agreement and/or grant award agreement with the Company or its Subsidiaries, as applicable; provided, however, that, if no such employment or grant award agreement is in effect (or if Cause is not defined therein), then Cause shall mean, as determined by the Board of Managers in its sole discretion, the occurrence of any of the following events with respect to such holder (a) substantial or repeated failure or refusal to perform, or gross negligence in the performance of, such holder's duties and responsibilities (with or without any accommodation in accordance with applicable law) or refusal or failure to comply with a lawful direction or order of the Board of Managers; (b) misconduct that has, or could reasonably be expected to have, a material and adverse effect upon the Company or any of its Affiliates (monetarily, reputationally or otherwise); (c) breach of a fiduciary duty or duty of loyalty to the Company or any of its Affiliates; (d) engagement in fraud, theft, embezzlement or misappropriation of any material amount of money or other assets of the Company or any of its Affiliates, or any other act of material dishonesty by such holder; (e) indictment for (or the procedural equivalent thereof) or conviction of, or plea of guilty or *nolo contendere* to, any felony or any other crime involving moral turpitude (in accordance with applicable law); (f) material breach of such holder's obligations under any agreement entered into between such holder and the Company or any of its Affiliates (including any award agreement or restrictive covenant agreement); or (g) breach of the written policies or procedures of the Company or any of its Affiliates (including policies related to sexual harassment, sexual misconduct or sex-based discrimination). Any voluntary resignation of a holder's employment or service in anticipation of a termination of such holder's employment or service by the Company or any of its Affiliates for Cause shall be deemed to be a termination by the Company for Cause. Further, a holder's employment or service shall be deemed to have been terminated for Cause if, following termination of such holder's employment or services, as applicable, an act or omission is discovered (of which the Board was previously unaware) that if known at the time of termination would have justified a termination for Cause.

"***Change of Control***" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation or whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to a Third Party Purchaser (or group of Affiliated Third Party Purchasers) or (b) the consummation by the Company or a Subsidiary of the Company of any transaction or series of related transactions (including any merger, recapitalization, stock issuance, consolidation or restructuring whether by operation of law or otherwise), the result of which is that the Members of the Company or the equity holders of its Subsidiaries or their respective Affiliates, as applicable, immediately prior to such transaction (in their capacities as such) possess less than a majority of the outstanding Membership Interests or of the membership or other equity interests of any surviving entity of any such transaction immediately after the consummation of such transaction or series of related transactions (excluding from the numerator and denominator of such calculation any Incentive Interests).

"***Chief Executive Officer***" means ~~the~~a natural person from time to time serving as chief executive officer or co-chief executive officer of the Company.

"***COAM***" means a "Class B machine" as defined in Georgia Code, Title 50, Chapter 27, Article 3.

"***COAM Approval***" means any and all required approvals, authorizations, licenses, permits, consents, findings of suitability, registrations, clearances, exemptions or waivers of or from any COAM Authority, including those relating to the receipt of or participation in revenues directly or indirectly derived therefrom (and including the COAM Licenses).

"***COAM Authority***" means any Governmental Authority (including the GLC) responsible for or involved in the regulation of gaming or gaming activities carried on by or intended to be carried on by any Person in the United States of America (or any state therein or part thereof) which has authority over the Company, OpCo or any of their respective Subsidiaries or businesses.

"***COAM Law***" means any federal, local, state or provincial law, judgment, decree, order, rule or regulation pertaining to transacting business with a Prohibited Person or involving gambling, lotteries, sweepstakes, casinos, casino/hotels, slot or other gaming machines (including COAMs), other chance-based activities or games of skill, gaming or gaming-related activities, including any official legal interpretation of any COAM Authority relating to any of the foregoing.

"***COAM License***" means a gaming permit or license required to operate COAMs in the State of Georgia held by the Company, OpCo or any of their respective Subsidiaries, including any "Master License" (as defined in Georgia Code, Title 50, Chapter 27, Article 3) held by OpCo.

"***Code***" means the Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules.

"***Commission***" means the United States Securities and Exchange Commission.

"***Competitor of the Company***" means any Person that the Board of Managers determines in good faith is a direct or indirect competitor of the Company or any of its Subsidiaries; provided, that (a) no Person (excluding any holding company) who has a passive financial or other passive investment interest in a direct or indirect competitor of the Company or any of its Subsidiaries shall be deemed to be a Competitor of the Company so long as such Person (excluding any holding company) is not involved in the management of or otherwise provides services to such direct or indirect competitor or any of its Affiliates and has not designated, or does not have the right to designate, any member or non-voting observer of the board of directors (or similar governing body) of such direct or indirect competitor or any of its Affiliates and (b) no Member as of the Effective Date shall be deemed to be a Competitor of the Company.

"***Consolidated EBITDA***" has the meaning given to such term in the Exit Credit Agreement.

"***Contrarian Member***" means Contrarian Capital Management, LLC and its Affiliates who hold Membership Interests.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"***Excluded Issuances***" means any issuance of any equity Securities (including any equity Securities, debt Securities, or debt instruments, in each case, that are convertible into, or exercisable or exchangeable for, such equity Securities) (a) to Persons who are, or who are becoming, or who were employees, managers, directors or consultants of the Company or any of its Subsidiaries in connection with a bona fide option or equity participation plan or other bona fide compensation arrangement that is

duly approved by the Board of Managers (each such arrangement, a "***Management Incentive Plan***" and, any equity interests issued thereunder, the "***Incentive Interests***"), (b) as part of a debt financing transaction or series of transactions duly approved by the Board of Managers, (c) as consideration for or as financing for an acquisition, merger, a joint venture or joint venture partnership or similar transaction duly approved by the Board of Managers, (d) pursuant to conversion or exchange rights included in securities or Indebtedness previously issued by the Company, (e) in connection with an equity interest split, division, dividend or similar transaction or reorganization duly approved by the Board of Managers, (f) in exchange for outstanding Indebtedness or debt Securities of the Company or in connection with a consent solicitation or amendment of any outstanding Indebtedness (whether Securities or loans) of the Company, (g) offered to the public pursuant to a registration statement filed under the Securities Act, (h) issued by a Subsidiary of the Company solely to the Company or another wholly-owned direct or indirect Subsidiary of the Company or (i) as contemplated by the Plan on or after the Effective Date.

"***Exit Credit Agreement***" means that certain Credit Agreement, dated as of the Effective Date, by and among OpCo, as Borrower, Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto, as modified, amended, restated or amended and restated from time to time.

"***Exit Credit Facility***" means the term loan facility provided pursuant to the Exit Credit Agreement.

"***Family Member***" means an individual's spouse, domestic partner, sibling, child, or other lineal descendant of such individual (including adoptive relationships and stepchildren) and the spouses of each such natural person.

"***Fortress Member***" means ~~[●]~~Fortress Credit Advisors LLC and its Affiliates who hold Membership Interests.

"***GLC***" means the Georgia Lottery Corporation and any successor thereto.

"***Governmental Authority***" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing, including, for the avoidance of doubt, any applicable COAM Authority.

"***IFRS***" means the body of pronouncements issued by the International Accounting Standards Board (IASB), including International Financial Reporting Standards and interpretations approved by the IASB, as in effect from time to time (except as may be specifically set forth herein), applied on a basis consistent with the past accounting practices and procedures of OpCo. If there occurs a change in IFRS and such change would cause a change in the method of calculation of any standards, terms or measures (including all computations of amounts and ratios) used in this Agreement (an "***Accounting Change***"), then OpCo may elect that such standards, terms or measures shall be calculated as if such Accounting Change had not occurred.

"***Incentive Interests***" means the Class I Incentive Interests and any other Membership Interests issued under a Management Incentive Plan and designated as Incentive Interests by the Board of Managers.

"***Indebtedness***" means with respect to any Person, without duplication, any liability of such Person (a) for borrowed money, whether current or funded, secured or unsecured, or with respect to deposits or advances of any kind, (b) incurred or assumed as the deferred purchase price of assets, property or services (but excluding trade accounts payable arising in the ordinary course of business), (c)

evidenced by notes, bonds, debentures or other similar instruments, (d) for the reimbursement of any obligor on any banker's acceptance, letter of credit, performance bond or similar credit transaction, (e) for indebtedness of others guaranteed by such Person to the extent of such guarantee or arrangement and (f) for indebtedness of any other Person of the type referred to in clauses (a), (b), (c), (d) and (e) of this definition which is secured by any lien on any property or asset of such first referred to Person, the amount of such indebtedness referred to in this clause (f) being deemed to be the lesser of the value of such property or asset or the amount of the Indebtedness so secured to the extent of such security interest. Except as otherwise provided in this definition of "Indebtedness", the amount of Indebtedness of any Person at any date shall be (i) the outstanding principal amount of all unconditional obligations described above and interest, as such amount would be reflected on a balance sheet prepared in accordance with IFRS, and (ii) with respect to all contingent obligations described above, the maximum liability as of such date of such Person for any guarantees of Indebtedness for borrowed money of any other Person and the amount required under IFRS to be accrued with respect to any other contingent obligation.

"***Independent***" means an individual that is "independent" (as such term is defined by the corporate governance standards of a National Securities Exchange) as determined in good faith by the Board of Managers.

"***Initial Public Offering***" means (a) the initial underwritten public offering of the Membership Interests or other equity interests of the Company or any corporate successor thereto, the parent of the Company or any of their respective Subsidiaries, pursuant to an effective registration statement filed under the Securities Act, (b) a transaction with a special purpose acquisition company (SPAC) pursuant to which the Company becomes, or merges into, a public registrant under the Securities Act, or (c) a direct listing of the Membership Interests on a national securities exchange, in each case, that provides for at least fifty million dollars ($50,000,000) in gross proceeds to the Company or any of the Company's Subsidiaries and, immediately after such Initial Public Offering, such Membership Interests or other equity interests or other equity interests of any of the Company's Subsidiaries is quoted or listed for trading on a National Securities Exchange.

"***Investment Manager***" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, has the power to direct or control the investment decisions of such Person. The term "***control***" as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management, policies, or decisions of a Person, whether through the ownership of voting Securities, by contract or otherwise.

"***Manager***" means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

"***Members***" means the Persons who are parties hereto as listed on the Register of Members; provided, however, that such term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the Act; provided further, however, that a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Membership Interests. Holders of Incentive Interests shall not be treated as, and shall not have any rights of, Members other than the right to receive distributions pursuant to Section 3.4 and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers.

"***MetLife Member***" means MetLife Investment Management, LLC and its Affiliates who hold Membership Interests.

"***National Securities Exchange***" means the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange.

"***Percentage Ownership***" means, with respect to any Member, the fraction, expressed as a percentage, the numerator of which is the total number of Membership Interests held by such Member and the denominator of which is the total number of Membership Interests issued and outstanding at the time of determination, excluding, from each of the numerator and the denominator above, any options, warrants, convertible debt obligations, Incentive Interests or similar Securities.

"***Person***" means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any "group" within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

"***Piggyback Member***" means each Member who (a) together with its Affiliates, (i) held as of the Effective Date, Percentage Ownership in excess of five percent (5%) or (ii) holds as of such later applicable date of determination, Percentage Ownership in excess of ten percent (10%) and (b) is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

"***Preemptive Rightholder***" means each Member who, as of the applicable date of determination, (a) together with its Affiliates, holds, as of the applicable time, Percentage Ownership in excess of one percent (1%) and (b) is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

"***Prohibited Person***" means any Person who has been convicted of, or pled guilty (or the equivalent) to, a felony or any other crime or offense that is reasonably likely to materially and adversely affect the operations, qualification, COAM Approval, COAM Licenses, suitability or public image of the Company, any of the Subsidiaries, any Member or any of their respective Affiliates.

"***Register of Members***" means a schedule containing the name, address, class and number and type of Membership Interests, which schedule is maintained by the Company or caused by the Company to be maintained (including by the Company's transfer agent, if any)~~.~~[2]; provided, however, that, for the avoidance of doubt, (a) each Member shall at all times be entitled to request and review a redacted version of such *Register of Members* showing the Membership Interests held by such Member and its Affiliates and (b) such schedule *shall be deemed Confidential Information and, unless required by applicable law, will not be* made *publicly available or disclosed to any Person without the prior* written *approval of the Board of Managers.*

"***Registrable Securities***" means all Membership Interests held by the Members, whether acquired on or after the date hereof, including (~~i~~a) the Membership Interests acquired upon the exercise of a Preemptive Right and (~~ii~~b) any and all Membership Interests or other equity interests issued or issuable with respect to Registrable Securities by way of split, division, dividend or similar transaction involving Membership Interests or other Securities of the Company or reorganization or in connection with any combination of Membership Interests or other Securities of the Company, recapitalization, merger, consolidation or other reorganization; provided, however, that Registrable Securities, once issued, shall cease to be Registrable Securities (~~a~~i) upon the sale or disposal thereof pursuant to an effective Registration Statement, (~~b~~ii) upon the sale thereof to the public pursuant to Rule 144 (or successor rule) under the Securities Act, (~~c~~iii) upon the Transfer thereof in a private transaction in which

[2] ~~The *Register of Members shall be deemed Confidential Information and, unless required by applicable law, will not be publicly available or disclosed to any Person without the prior approval of the Board of Managers.*~~

the transferor's rights under this Agreement are not validly assigned in accordance with the terms of this Agreement or when such Registrable Securities are proposed to be sold or distributed by a Person not entitled to the registration rights under this Agreement or (~~d~~iv) when such Registrable Securities cease to be outstanding.

"***Registration Statement***" means any registration statement filed pursuant to the Securities Act.

"***Related Person***" means (a) any Affiliate of the Company and (b) any other Person if such other Person and its Affiliates beneficially own (within the meaning of Rule 13d-3 under the Exchange Act) in the aggregate more than five percent (5%) of the then-outstanding Membership Interests.

"***Securities***" means "securities" as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person's capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person's capital stock.

"***Securities Act***" means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"***Significant Member***" means (~~i~~a) the Arbour Lane Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (~~ii~~b) the Fortress Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (~~iii~~c) the Willow Tree Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (~~iv~~d) the Anchorage Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (~~v~~e) the Bardin Hill Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; and (~~vi~~f) without duplication with respect to any Member or its Affiliates, each Member that, together with its Permitted Transferees, holds, as of the applicable date of determination, a Percentage Ownership equal to at least ten percent (10%), so long as such Member continues to hold at least such amount.

"***SOE Member***" means (a) the Beach Point Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; (b) the Contrarian and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date; and (c) the MetLife Member and its Affiliates who are Members, so long as they collectively hold one-hundred percent (100%) of the Membership Interests they held as of the Effective Date.

"***Specified Observer Event***" means, following January 1, 2024, the failure of OpCo to meet or exceed its applicable business plan projections (as established by the Board of Managers in the first fiscal quarter of each fiscal year) for a period of three (3) consecutive fiscal quarters by a deficit of at least thirty percent (30%) of the applicable projected Consolidated EBITDA for each such period. For the avoidance of doubt, the earliest possible date on which a Specified Observer Event may be deemed to have occurred shall be following the end of the fiscal quarter ending September 30, 2024.

"***Subsidiary***" means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (a) fifty percent (50%) or more of the Securities or other ownership

interests, including profits, equity or beneficial interests; or (b) Securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

"***Tax***" and "***Taxes***" means any federal, state, local, or non-U.S. 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.

"***Transfer***" means any direct or indirect transfer, sale, assignment, pledge, hypothecation or other disposition of any Membership Interest, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Membership Interest, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign; provided, however, that (a) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (b) with respect to any Member that is a widely held "investment company" as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; (c) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-control interest in any Member or entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof; and (d) the change of an Investment Manager of a Member that does not also result in the Transfer of the underlying beneficial interest in Membership Interests of such Member will not be deemed to be a Transfer for purposes hereof. The term "Transferred" shall have a correlative meaning.

"***Willow Tree Member***" means ~~[●]~~Willow Tree Credit Partners, LP and its Affiliates who hold Membership Interests.

1.2 Construction; Usage Generally. The definitions in this Article I or the Schedules to this Agreement shall apply equally to both 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. All references herein to Articles, Sections and Schedules shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All accounting terms not defined in this Agreement shall have the meanings determined by IFRS. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference in this Agreement to $ shall mean U.S. dollars. In

calculating any Member's ownership of Membership Interests for the purposes of determining whether a Member shall have certain rights under this Agreement, all Membership Interests held by Affiliated Members shall be aggregated for the purposes of such determination; provided, however, that no Membership Interests shall be attributed to more than one Person within any such group of Affiliated Members. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

1.3 Cross References to Other Defined Terms. Each capitalized term listed below is defined on the corresponding page of this Agreement:

Term	Page No.
18% Member Manager	~~18~~19
Accelerated Acquirer	~~38~~39
Additional Capital Contribution	~~15~~16
Agreement	4
Approved Sale	~~34~~35
Arbour Lane Manager	~~18~~19
Bankruptcy Court	4
Board Specified Action	21
Buyout Notice	~~34~~35
CEO Manager	~~18~~19
Certificate	4
Class I Incentive Interests	~~16~~17
Company	4
Company Underwriter	~~42~~43
Confidential Information	~~55~~56
Confirmation Order	4
Counterparty	39
Counterparty Excluded Information	~~39~~40
Damages	~~26~~27
Demand Registration	~~41~~42
Drag-Along Outside Date	~~35~~36
Drag-Along Sale	~~34~~35
Effective Date	4
Effective Transfer Time	~~36~~37
Employee Redeemed Member	~~39~~40
Employee Redeemed Member Repurchase Right	40
Employee Redemption Notice	~~39~~40
Event of Dissolution	~~50~~51
Fund Indemnitee	~~27~~28
Fund Indemnitors	~~27~~28
HoldCo	4
Incentive Interests	7
Incidental Registration	~~42~~43
Indemnified Party	~~48~~49
Indemnifying Party	~~48~~49
Indemnitee	~~26~~27
Independent Managers	~~18~~19
Initiating Members	~~41~~42
Liabilities	48

Liability 48
Management Incentive Plan 7
Members' Counsel 45
Membership Interest ~~16~~17
New Securities ~~37~~38
Non-Initiating Members ~~42~~43
Notice of Acceptance ~~37~~38
Observer ~~19~~20
Offered Securities ~~37~~38
OpCo 4
Original Agreement 4
Permitted Amendment 17
Permitted Transferees ~~32~~33
Plan 4
Preemptive Offer ~~37~~38
Preemptive Right ~~37~~38
Principal Office ~~14~~15
Proportionate Percentage ~~37~~38
Proposed Transfer ~~32~~33
Protected Person ~~26~~27
Records ~~46~~47
S-3 Initiating Member ~~43~~44
S-3 Non-Initiating Member ~~44~~45
S-3 Registration ~~43~~44
Selling Members ~~34~~35
Selling Tag Member ~~32~~33
Service Termination Date 40
Stock ~~50~~51
Subject Purchaser ~~37~~38
Successor Corporation ~~50~~51
Tag Along Rightholder ~~32~~33
Tag-Along Notice ~~32~~33
Tag-Along Notice Period 33
Tag-Along Transfer ~~32~~33
Valid Business Reason ~~41~~42
Voting Interest ~~24~~25

ARTICLE II
THE COMPANY AND ITS BUSINESS

2.1 Formation. The Members hereby agree to continue the Company, which was formed pursuant to the provisions of the Act on [●], 2023, and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the Act. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Company Name. The name of the Company is "[LB NewHoldCo], LLC". The Board of Managers may (without the consent of any Member) change the Company's name at any time and from time to time in accordance with the provisions of the Act.

2.3 Effective Date. This Agreement is entered into, and is effective, as of the Effective Date.

2.4 Term. The Company shall continue until dissolved and its affairs wound up in accordance with the Act and the terms of this Agreement.

2.5 Offices. The principal office of the Company shall be established and maintained at 5820 Live Oak Parkway, #300, Norcross, Georgia 30093 or at such other or additional place or places as the Board of Managers shall determine from time to time ("***Principal Office***"). The Company may have other offices at such place or places as the Board of Managers may from time to time designate.

2.6 Registered Office and Registered Agent. The address of the Company's registered office in the State of Delaware and the name and address of the Company's registered agent in the State of Delaware shall be as set forth on the Certificate. The Board of Managers may designate another registered agent and/or registered office from time to time in accordance with the provisions of the Act and any other applicable laws.

2.7 Filings; Authorized Persons. The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of law for the formation, qualification and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of Delaware and each other jurisdiction in which the Company shall own property or conduct business. [●] was designated as an "authorized person," within the meaning of the Act, to execute, deliver and file the Certificate and the execution, delivery and filing of the Certificate is hereby ratified.

2.8 Purposes. The Company is formed for the purposes of (a) directly, or indirectly through one or more of its Subsidiaries, engaging in, conducting, carrying on and operating, solely with the State of Georgia pursuant to the applicable COAM Approvals, the business of owning, operating, maintaining, managing and commercially exploiting COAMs and (b) engaging in any other lawful acts or activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

2.9 No Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager or officer of the Company shall be a partner or joint venturer of any other Member, Manager or officer of the Company as a result of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 Admission.

(a) On the Effective Date and pursuant to the Plan, each of the Members has exchanged, or is deemed to have exchanged, directly or indirectly, to or for the benefit of the Company, such Member's Allowed Prepetition OpCo First Lien Claims (as defined in the Plan) or such Member's OpCo DIP Claims (as defined in the Plan), as applicable, for newly authorized and issued Membership Interests of the Company as set forth on the Register of Members. Such exchange shall be deemed capital contributions from the Members to the Company. Pursuant to the Plan, (i) all limited liability company interests, interests as a member, stock, equity interests,

or any other ownership interests or other Securities, including any options, warrants, convertible debt obligations, incentive interests or similar Securities, in each case, issued by the Company prior to the Effective Date are hereby cancelled and extinguished and of no further force or effect, (ii) HoldCo and each Member consents to such cancellation and extinguishment, and (iii) each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and is automatically deemed to be a party hereto as a Member as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement, in each case, without any further action by any party. After giving effect to the transactions set forth in this Section 3.1(a), each Member holds the Membership Interests set forth on the Register of Members opposite such Member's name. Notwithstanding anything to the contrary contained herein, no further approval of the Board of Managers, any Member or any other Person shall be required with respect to the foregoing.

(b) The Register of Members shall be amended by (or caused to be amended by) the Board of Managers following any Transfer as provided by Article IX or any issuance of additional Membership Interests in accordance with this Agreement. The Company shall provide any Member's individual holdings of Membership Interests, as well as the total amount of outstanding Membership Interests, at any time to such Member upon request.

(c) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with Article IX) shall contribute cash, other property (including Securities) or services rendered in the amount and of the type designated by the Board of Managers and the Register of Members shall be amended at the time of such additional Members' admission as a Member by the Board of Managers or a duly authorized officer (or by the transfer agent upon instruction by the Board of Managers or a duly authorized officer) to reflect such contribution.

3.2 Additional Capital Contributions. No Member shall be obligated to make any Additional Capital Contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (other than initial Capital Contributions) shall be deemed to be an "***Additional Capital Contribution***" by such Member for the purposes of this Agreement, and the Register of Members shall be amended at the time of such Additional Capital Contribution by the Board of Managers (or by the transfer agent upon instruction by the Board of Managers) to reflect such contribution.

3.3 No Interest in Company Property. A Member's Membership Interests shall for all purposes be personal property. A Member has no interest in specific Company property.

3.4 Distributions. Except as otherwise set forth in the Plan or the Confirmation Order, no Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members, subject to the restrictions set forth in the Act. All distributions, dividends, or redemptions shall be made to or among Members pro rata in accordance with the Membership Interest held by each Member; provided, however, that (a) the Incentive Interests may, by their terms (including any terms of such Incentive Interests set forth in their applicable grant document, award agreement or Management Incentive Plan), which terms must be approved by the Board of Managers, provide for or result in non-pro rata distributions, dividends, or redemptions among the Members, the Membership Interests, and/or the Incentive Interests (including, for the avoidance of doubt, that any or all of the Incentive Interests may not have a right to nor participate in distributions, dividends or redemptions unless or until certain specified thresholds or hurdles are satisfied); (b) no unvested Incentive Interests shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless and until otherwise determined by the Board of Managers; and (c) no vested

Incentive Interests shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless and until otherwise determined by the Board of Managers or expressly authorized by the terms of the applicable grant document, award agreement or Management Incentive Plan granting and governing such vested Incentive Interest (in each case which document, agreement or form of document or agreement has been approved by the Board of Managers). The holders of Incentive Interests shall not have any voting rights or any other rights, other than the right to receive distributions as set forth in this Section 3.4 and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers.

ARTICLE IV
MEMBERSHIP INTEREST

4.1 Membership Interest.

(a) As of the Effective Date, the ownership interests in the Company (each, a "***Membership Interest***") are evidenced by two classes of ownership interests:

(i) Voting Interests; and

(ii) Class I Interests, which are intended to be issued as incentive units to employees of the Company and its Subsidiaries (collectively, the "***Class I Incentive Interests***").

(b) The Membership Interests shall be in such amounts as initially set forth on the Register of Members. The initial aggregate amount of Membership Interests issued and outstanding after consummation of the transactions described in Section 3.1(a) shall be ~~[10,800,000 —~~11,000,000~~]~~ Membership Interests.[3] All Incentive Interests of a particular designation shall have identical rights in all respects as all other Incentive Interests of such particular designation except as otherwise specified in this Agreement or in an applicable grant document, award agreement or Management Incentive Plan. The holders of Incentive Interests shall not be treated as, and shall not have any voting or any other rights of, Members other than to receive distributions pursuant to Section 3.4 (but subject to the terms of such Incentive Interests, including in an applicable grant document, award agreement or Management Incentive Plan) and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers. In addition to the provisions set forth in this Agreement, the Incentive Interests shall be subject to vesting, forfeiture, termination and other provisions to be set forth in the applicable grant document, award agreement or Management Incentive Plan pursuant to which such Incentive Interests were issued.

(c) For the avoidance of doubt, any actions taken by the Board of Managers (including amendment of this Agreement) in connection with the creation or maintenance of Incentive Interests, including (i) creating any new classes of ownership interests which may be designated as 'Incentive Interests' and (ii) modifying or canceling any existing Incentive Interests, shall not require the consent of Members pursuant to ~~Section~~Sections 6.14, 9.8 or 12.4 and shall constitute and be deemed to be a Permitted Amendment (as defined below).

4.2 Designation of Membership Interest. The Board of Managers shall have the power to designate the ownership interests in the Company into one or more additional classes and/or series of

[3] ~~**Note**: Per the Plan, there shall be a pool of Class I Incentive Interests of 8-10% (i.e., 800,000 – 1,000,000 Membership Interests).~~

Membership Interests, to increase the aggregate amount of Membership Interests and to fix for such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences ~~and relative~~, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and, subject to Sections 6.14, 9.8 and 12.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, a "***Permitted Amendment***").

4.3 Issuance of Membership Interests; Register; Transfer. Subject to Sections 3.2, 6.14 and 9.8, the Board of Managers may issue additional Membership Interests (including Incentive Interests) from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Membership Interests, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine, whose determination shall be conclusive. The Board of Managers may (a) provide that a register of holders of any or all Membership Interests shall be kept and (b) may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine, whose determination shall be conclusive.

4.4 Certificates. The Company may, upon the direction of the Board of Managers, issue certificates of limited liability company interests evidencing the Membership Interests. Each certificate evidencing its Membership Interests shall bear an appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law, including a legend in substantially the following form with respect to each certificate (if certificated) evidencing Incentive Interests and each instrument issued in exchange for or upon the transfer of any Incentive Interests:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO (1) THE TERMS SET FORTH IN THE AWARD AGREEMENT DATED AS OF THE DATE HEREOF AND (2) THE REDEMPTION AND FORFEITURE TERMS AND CERTAIN TRANSFER AND OTHER RESTRICTIONS SET FORTH IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF ~~[~~LB NEWHOLDCO~~]~~, LLC. THE SECURITIES MAY NOT BE OFFERED OR SOLD EXCEPT IN COMPLIANCE WITH SUCH TRANSFER RESTRICTIONS. COPIES OF SUCH AGREEMENTS ARE ON FILE WITH THE SECRETARY OF ~~[~~LB NEWHOLDCO~~]~~, LLC AND ARE AVAILABLE WITHOUT CHARGE UPON WRITTEN REQUEST THEREFOR. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE AFORESAID AGREEMENTS."

4.5 Fractional Units. Any fraction of a Membership Interest will be issued as a corresponding fractional Membership Interest computed to five (5) decimal places.

4.6 Persons Bound By Membership Interests. Any Person that acquires in any manner whatsoever any interest in any Membership Interest or any other Security of the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, executed and delivered a Joinder to this Agreement, including by accepting and not returning to the Company any certificate representing such Membership Interest or other Securities delivered to such Person, shall be deemed by the acceptance of such certificate and/or the benefits of the acquisition of Membership Interests or Securities, to have agreed to be subject to and bound by all of the terms, conditions and obligations of this Agreement.

ARTICLE V
MANAGEMENT OF THE COMPANY

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. A Manager acting individually, however, will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee of Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case, other than as specifically delegated by the Board of Managers.

5.3 Board of Managers.

(a) A Board of Managers shall be established and shall initially consist of five (5) natural persons, comprising (i) the Chief Executive Officer*, if any then in office*, or, in the event there are two co-Chief Executive Officers then in office, one of such Chief Executive Officers as designated by the remainder of the Board of Managers (in such capacity, the "***CEO Manager***"), ~~*if any then in office*~~; (ii) one (1) Manager appointed by the Arbour Lane Member (the "***Arbour Lane Manager***"); and (iii) three (3) Managers, who shall be Independent, appointed by Members holding a majority of the outstanding Voting Interests (the "***Independent Managers***"); provided, however, that (A) if at any time there is no Chief Executive Officer then in office, the CEO Manager's position shall remain vacant until such time as there is a Chief Executive Officer, (B) in the event that the Arbour Lane Member, together with its Affiliates who are Members, ceases to hold at least eighty percent (80%) of the Membership Interests they held as of the Effective Date, the right of the Arbour Lane Member to appoint the Arbour Lane Manager shall immediately cease and terminate and the Arbour Lane Manager then-serving shall be removed from the Board of Managers without requiring further action and the resulting vacant Manager seat shall, at the next annual meeting of the Members or by written consent of the Members, be an Independent Manager appointed by Members holding a majority of the outstanding Voting Interests in accordance with this Section 5.3(a), (C) in the event that any Member, together with its Affiliates, becomes an 18% Member, upon the occurrence of such event and for so long as such Member, together with its Affiliates, continues to be an 18% Member, such Member shall have the right to appoint one (1) Manager (each, an "***18% Member Manager***") to the Board of Managers, (D) such 18% Member Manager shall replace one of the Independent Managers (at the election of Members holding a majority of the outstanding Voting Interests as of such time, including such designating 18% Member) and (E) in the event the Arbour Lane Member has the

right to appoint an Arbour Lane Manager, the Arbour Lane Member shall not be entitled to appoint an 18% Member Manager; provided, further, that, (x) in the event that such designating 18% Member, together with its Affiliates, subsequently ceases to be an 18% Member, the applicable 18% Member Manager then-serving shall be removed from the Board of Managers without requiring further action and the resulting vacant Manager seat shall, at the next annual meeting of the Members or by written consent of the Members, be an Independent Manager appointed by Members holding a majority of the outstanding Voting Interest as of such time and (y) in the event that there are more than three (3) 18% Members entitled to appoint an 18% Member Manager, then the Board shall be expanded to permit such appointment of the applicable 18% Member Manager(s) for so long as such appointment right exists and is continuing. Each Manager on the Board of Managers shall serve until his or her incapacity, death, removal or resignation and until his or her successor is elected and/or appointed, as applicable, by the Members entitled to designate such Manager pursuant to this Section 5.3(a).

(b) If at any time a vacancy is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager or if a seat on the Board of Managers has not previously been filled, the vacancy shall (i) with respect to the CEO Manager, be filled by the individual succeeding to such CEO Manager's role as the Chief Executive Officer, (ii) with respect to the Arbour Lane Manager or an 18% Member Manager, be filled by another individual appointed by the Member entitled to designate such Manager pursuant to Section 5.3(a), and (iii) with respect to an Independent Manager, or a vacancy created by the failure of the Arbour Lane Member or an 18% Member, together with its respective Affiliates, to continue to meet the applicable requirements set forth in Section 5.3(a), be filled by an individual, who shall be Independent, appointed by the remaining Managers, to serve in such capacity until the next annual meeting of the Members or applicable written consent of the Members appointing a replacement thereof. With respect to a vacancy pursuant to Section 5.3(b)(iii), any Member may nominate a candidate to fill such vacancy by submitting in writing to the Company: (A) the name of such candidate, (B) a résumé or similar document of such candidate, and (C) irrevocable support of such candidate by Members holding Percentage Ownership in excess of five percent (5%) of the outstanding Membership Interests.

(c) Each Significant Member, and, following the occurrence of a Specified Observer Event, each SOE Member, shall have the right to designate one (1) individual to attend all meetings of the Board of Managers as an observer (the "***Observer***"); provided, however, that (i) such Observer shall be provided with copies of all notices, memoranda, presentations and other materials provided to the Board of Managers (such notices, memoranda, presentations and other materials shall be Confidential Information subject to the restrictions set forth in Section 12.15); (ii) such Observer shall not have the right to vote as a Manager or otherwise have any rights of a Manager; and (iii) such right to appoint an Observer, such Observer's right to attend any meetings of the Board of Managers and receive copies of notices, memoranda, presentations and other materials, and any other rights granted to the Observer under this Agreement (including any rights to notice) shall expire without requiring any further action immediately upon (x) with respect to a Significant Member, the failure of such Significant Member to continue to qualify as a Significant Member hereunder and (y) with respect to an SOE Member, upon the earlier of (1) the failure of such SOE Member to continue to qualify as an SOE Member and (2) OpCo meeting its applicable business plan projections (established by the Board of Managers in the first fiscal quarter of each fiscal year) for a period of three (3) consecutive fiscal quarters of the applicable projected Consolidated EBITDA for such period. The initial Observers as of the Effective Date shall be as set forth on Schedule 5.3(c). Each Observer may be removed at any time, with or without cause, by the Significant Member that appointed such Observer. If at any time an Observer position is vacant by reason of the incapacity, death, removal or resignation of such Observer (other than the removal or resignation of such Observer as a result of the failure of

the applicable Significant Member to continue to qualify as a Significant Member), the vacancy shall be filled by another individual selected by the applicable Significant Member. The Company shall amend and restate Schedule 5.3(c) following any change in the Observers in accordance with this Agreement.

(d) All Managers and Observers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers. Only the Managers who are Independent shall be entitled to compensation in consideration for their service on the Board of Managers, which compensation, if any, shall be set by the Board of Managers from time to time. All or any number of the Managers may be removed at any time, with or without cause, by the Member or Members entitled to designate such Manager pursuant to Section 5.3(a). The CEO Manager will be removed automatically if such CEO Manager is no longer the Chief Executive Officer.

(e) The Board of Managers shall elect a member of the Board of Managers (who shall not be the CEO Manager) to serve as Chairperson; provided, unless (i) there is no Independent Manager or (ii) otherwise waived by vote or written consent of Members holding at least fifty percent (50%) of the outstanding Membership Interests of the Company as of such time, the Chairperson shall at all times be an Independent Manager. ~~The initial Chairperson shall be [●].~~

(f) Any Manager or Observer may resign at any time by so notifying the Chairperson in writing; provided, the Chairperson may resign by notifying each of the other Manager in writing. Such resignation shall take effect upon receipt of such notice by the Chairperson or the Managers, as applicable, or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(g) The designation of an individual as a Manager or Observer shall not of itself create a right to continued membership on the Board of Managers, attendance of the meetings of the Board of Managers, or employment with the Company.

5.4 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two (2) or more Managers. Written notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers and Observers then in office in writing (before, during or after a meeting) or with respect to any Manager or Observer at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager and Observer then in office at least twenty-four (24) hours before the time of such meeting. Notice of any meeting need not be given to any Manager or Observer then in office who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager or Observer at a meeting shall constitute a waiver of notice of such meeting, except when the Manager or Observer attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.5 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of a majority of the Managers then

in office. Except as otherwise set forth in this Agreement, the Board of Managers shall act by vote of a majority of the Managers, and each Manager shall have one vote.

(b) Subject to Section 5.10, no Manager shall be disqualified from acting on any matter because such Manager or the Member(s) appointing such Manager is interested in the matter to be acted upon by the Board of Managers so long as all material aspects of such matter have been disclosed in reasonable detail to all Managers who are to act on such matter. Each Manager may authorize another Manager in writing to vote and act for such Manager by proxy, and such Manager holding such proxy shall be counted toward the determination of whether a quorum on the Board of Managers exists. In addition to the requirements of Section 5.5(a), any action pursuant to Section 5.10 shall require the approval of a majority of the disinterested Managers.

5.6 Board Specified Actions. Notwithstanding anything to the contrary contained in this Agreement or the Certificate, the Company shall not, and shall not permit any of its Subsidiaries to, do or cause to be done any of the following (each, a "***Board Specified Action***"), unless such Board Specified Action has been approved by at least two-thirds (2/3) of the Managers then in office:

(a) form, dissolve or consolidate or otherwise reorganize the Company or any Subsidiary of the Company or form or enter into any partnership or joint venture agreement or similar arrangement;

(b) make or authorize any distributions or payment of any cash dividends to any Member;

(c) make or change any material tax election of the Company or any of its Subsidiaries; or

(d) commence or settle any legal dispute by the Company for consideration or value in excess of ~~[~~five hundred thousand~~]~~ dollars ($~~[~~500,000~~]~~).

5.7 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting if a majority of the Managers, or, if a Board Specified Action, at least two-thirds (2/3) of the Managers then in office, consent in writing to such action. Such consent shall have the same effect as a vote of the Board of Managers.

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers and each Observer may attend and participate in any meeting of the Board of Managers (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting; provided, that the Board of Managers may, in its discretion, invite individuals who are not Managers or Observers to attend a meeting of the Board of Managers (or any committee thereof); provided, further, that the Board of Managers may, in its discretion and upon written notice to any Observer, exclude such Observer from any portion of any meeting of the Board of Managers in which the Board of Managers is discussing or considering a transaction involving such Observer

or an Affiliate thereof or if such Observer or any Affiliate thereof would otherwise be reasonably likely to receive direct or indirect financial benefit from such proposed transaction in material disproportion to the other Members.

(d) At each meeting of the Board of Managers, the Chairperson shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board of Managers) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it. The committees of the Board of Managers shall include a GLC compliance committee.

5.8 Officers.

(a) All officers of the Company shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company shall be appointed by the Board of Managers. Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company. The following Persons shall be admitted as officers of the Company, in the office(s) set forth opposite their respective name, as of the Effective Date:

Person	**Office(s)**
James "Jamie" Boyden	Executive Vice President, Business Development

(b) The secretary of the Company will generally perform all the duties usually appertaining to the office of secretary of a limited liability company.

5.9 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with Section 5.9(c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers (acting by majority vote of all Managers other than the officer being considered for removal, if applicable), at any time, with or without Cause.

5.10 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into any transaction, agreement or arrangement with any Related Person involving aggregate payments or other consideration to such Related Person and its Affiliates in excess of one million dollars ($1,000,000) per annum, unless such transaction, agreement or arrangement is (i) on arms' length terms and (ii) approved by the Board of Managers (acting by majority vote of all Managers other than the Manager(s), if any, employed by or Affiliated with such Related Person or who would otherwise be reasonably likely to receive direct or indirect financial benefit from such proposed transaction in material disproportion to the other Managers) and in accordance with Section 5.5(b).

ARTICLE VI
MEMBERS AND MEETINGS

6.1 Members. The name, address, class and number and type of Membership Interests of each Member are set forth on the Register of Members. Such schedule shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, and the Transfer of Membership Interests, each as permitted by the terms of this Agreement. Absent manifest error as determined by the Board of Managers in good faith, the ownership interests recorded on the Register of Members shall be conclusive record of the outstanding Membership Interests and the record owners thereof.

6.2 Admission of New Members. New Members may be admitted (i) by the Board of Managers or (ii) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall (A) represent and warrant to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof and (2) the new Member is not a Competitor of the Company and will make such other representations as the Company shall deem necessary or appropriate, (B) provide the Company with all information and copies of all documents which the Board of Managers reasonably requests in connection with any COAM Approval or as otherwise required in order to comply with any applicable COAM Law and (C) acknowledge that the Membership Interests are not registered under the Securities Act, and that the Membership Interests may not be transferred or sold except pursuant to the terms of this Agreement and pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

6.3 Resignation. A Member may not resign or withdraw from the Company prior to the dissolution and winding up of the Company. This Section 6.3 shall have no effect on a Member's right to transfer Membership Interests in accordance with the terms of this Agreement.

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and, except as otherwise expressly set forth herein with respect to any specific powers, the Act. The Members shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the Act.

6.5 Meetings of Members. Meetings of the Members shall be held at least once annually and as otherwise called by the Board of Managers or by Members holding at least twenty-five percent (25%) of the outstanding Membership Interests of the Company. The Members may vote, approve a matter or

take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.11.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of the Members; provided, the Board of Managers may also determine, whose determination shall be conclusive, to hold any annual meeting or special meeting of the Members in a virtual format. If no designation is made, the place of meeting shall be the Principal Office of the Company. Members may participate in a meeting by means of a conference telephone or electronic media by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called shall be delivered not less than five (5) days nor more than sixty (60) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting.

(b) Notice to Members shall be given in accordance with Section 12.3.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(b) By attending a meeting, a Member:

(i) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting Interests. Except as expressly provided otherwise in this Agreement, the "***Voting Interest***" of each holder of Membership Interests shall be equal to the Percentage Ownership owned by such holder. Incentive Interests (if and when issued) shall not be entitled to vote.

6.10 Quorum; Vote Required. The presence at a meeting, in person or by proxy, of Members owning a majority of the outstanding Voting Interests entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. When a quorum is present, the affirmative vote, in person or by proxy, of Members owning a majority of the Voting Interests entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the Act or by this Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

6.11 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Membership Interests that would be necessary to approve the action pursuant to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given prior to such action; provided, however, a copy of the action taken by written consent shall be with the Records of the Company maintained at the Principal Office. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Members to take the action were obtained; provided, however, that the effectiveness of such action is not dependent on the giving of such notice. Written consent by the Members pursuant to this Section 6.11 shall have the same force and effect as a vote of such Members taken at a duly held meeting of the Members and may be stated as such in any document.

6.12 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any Member shall demand that voting be by ballot.

6.13 No Cumulative Voting. No Member shall be entitled to cumulative voting in any circumstance.

6.14 Member Specified Actions. Notwithstanding anything to the contrary contained in this Agreement or the Certificate, the Company shall not, and shall not permit any of its Subsidiaries to, do or cause to be done any of the following, unless such action has been approved by Members holding at least two-thirds (2/3) of the then outstanding Membership Interests of the Company (on a fully diluted basis, excluding, for purposes of this calculation, any Incentive Interests):

(a) amend this Agreement or the Certificate (other than amendments to this Agreement or the Certificate solely to effect an increase in the number of authorized Voting Interests or Incentive Interests or a Permitted Amendment);

(b) consummate any acquisition of or disposition by (whether of a sale of stock or assets, disposition of assets, merger or consolidation) the Company or any of its Subsidiaries, in each case, outside of ordinary course acquisitions and dispositions and in a transaction or series of related transactions involving total consideration in excess of ~~[~~five~~]~~ million dollars ($~~[~~5,000,000~~]~~), other than a Drag-Along Sale to any Third Party Purchaser pursuant to Section 9.4;

(c) form or enter into any partnership or joint venture agreement or similar arrangement involving total consideration in excess of ~~[~~five hundred thousand~~]~~ dollars ($~~[~~500,000~~]~~);

(d) create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness in excess of ~~[~~five~~]~~ million dollars ($~~[~~5,000,000~~]~~), in each case, excluding any Indebtedness permitted by the terms of the Exit Credit Facility or any successor facility thereto;

(e) repurchase or redeem any Securities of the Company of any of its Subsidiaries, other than Incentive Interests as contemplated by Section 9.10; ~~or~~

(f) authorize or issue any Securities of the Company or any of its Subsidiaries at a price per share less than ninety percent (90%) of the applicable fair market value thereof, as determined by the Board of Managers in good faith~~.~~; or

(g) increase the number of authorized Incentive Interests in excess of 1,200,000.

ARTICLE VII
EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

7.1 Exculpation.

(a) No Manager, officer or Member, in any way, guarantees or shall be liable for the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by law (including Section 18-1101 of the Act), none of (i) the Managers, (ii) the Members (including each Member appointing, and each Investment Manager directing the appointment of, a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to or affiliated with such Member, Manager, and/or Investment Manager), or (iii) any of the Managers' or the Members' respective Affiliates, Investment Managers, or any of their respective officers, directors, employees, partners, members, managers, advisors, representatives or equityholders (each, a "***Protected Person***") will be liable to the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement for any loss or damage sustained by the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement except as specifically provided to the contrary in the immediately following sentence. None of the Protected Persons shall be liable to the Company, its Members, its Managers or any other Persons that are a party to or are otherwise bound by this Agreement for any loss or damage resulting from any act or omission taken or suffered by such Protected Person in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby, unless such loss or damage is incurred by reason of such Protected Person's acts or omissions that constitute a violation of the implied contractual covenant of good faith and fair dealing or that otherwise violate the express terms of this Agreement. Any Protected Person or officer may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; provided, however, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

(b) None of the Members, by reason of their execution of this Agreement or a Joinder to this Agreement or their status as Members or equity holders of the Company shall be responsible or liable for any Indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

7.2 Indemnification.

(a) To the fullest extent permitted by applicable law (including the Act), the Company shall indemnify and hold harmless each of the Protected Persons and each officer of the Company and each officer, director or manager of its Subsidiaries (each, an "***Indemnitee***") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, "***Damages***"), that are actually and reasonably incurred by any Indemnitee, and arise out of, are related to, or are in connection with (i) the affairs or operations of the Company or the performance by such Indemnitee of any of the Indemnitee's responsibilities hereunder and (ii) the service at the request of the Company by such Indemnitee as a partner, member, manager, director, officer, trustee, employee or agent of any other Person; provided, however, that the Indemnitee (A) acted in good faith and, to the extent such Indemnitee is an officer, consultant or employee of the Company or its Subsidiaries, in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and (B) with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnitee's conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company's assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnitee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; provided, however, that any such advance shall only be made if such Indemnitee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates (each such Person, a "***Fund Indemnitee***") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates (collectively, the "***Fund Indemnitors***"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnitee is secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnitee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought

indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting Section 7.2(c), the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnitee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnitee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

7.3 Liability; Duties.

(a) Except as otherwise expressly required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, officer nor any Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an officer, Member or acting as a Manager of the Company.

(b) To the fullest extent permitted by law (including Section 18-1101(c) of the Act), and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provision of law or equity or otherwise, the parties hereto hereby agree that any duties (including fiduciary duties) of a Member or Manager (but not the duties of the officers of the Company, in their capacity as such) owed to the Company, the Members or any other Person (whether bound by this Agreement or otherwise) are hereby waived and eliminated; provided, however, that (i) the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing, and (ii) the foregoing shall not apply to officers, employees or individual consultants (including through an entity with a sole member) of the Company or its Subsidiaries (other than any Chairperson of the Board of Managers that is not otherwise an employee, individual consultant (including through an entity with a sole member) or officer of the Company). Notwithstanding any other provision of this Agreement (but subject to the provisos in the first sentence of this Section 7.3(b)) or otherwise applicable provision of law or

equity, whenever in this Agreement, any Member or Manager (but not the officers of the Company, in their capacity as such) is permitted or required to take any action or make any decision, such Member or Manager shall be entitled to consider only such interests and factors as he, she or it desires, including exclusively his, her or its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company, the Subsidiaries, any Member or any other Person, and shall be entitled to act in a manner adverse to the Company, the Subsidiaries, the Members and any other Person.

(c) The officers of the Company, in their capacity as such (including, for the avoidance of doubt, the CEO Manager in his or her capacity as Chief Executive Officer), shall have fiduciary duties identical to those of officers of business corporations organized under the General Corporation Law of the State of Delaware.

(d) The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities of a Person to the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement otherwise existing at law, in equity or otherwise, are agreed by the parties hereto to replace such other duties and liabilities of such Person.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers determines in good faith are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

7.5 Limited Liability Company Opportunity.

(a) Each Member and the Company acknowledges and affirms that the Members (and their owners, affiliated funds and Affiliates) and the Managers (excluding any Manager that is an officer or employee of the Company or any of its Subsidiaries (other than any Chairperson that is not otherwise an employee or officer of the Company)) may have, and may continue to participate in, directly or indirectly, investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) waives any conflicts of interest or potential conflicts of interest that exist or arise as a result of any such investments and agrees that no Member nor any Protected Person shall have liability to any Member or any Affiliate thereof, or the Company with respect to any such conflicts of interest or potential conflicts of interest, (ii) acknowledges and agrees that no Member nor any Protected Person (including any Manager) will have any duty (A) to disclose to the Company or any other Member any such business opportunities (except as may be required or necessary with respect to Section 5.5(b)) or (B) not to pursue any such business opportunities, in each case, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that such Protected Person is a Manager that is an officer or employee of the Company or any of its Subsidiaries (other than any Chairperson that is not otherwise an employee or officer of the Company)), (iii) agrees that the terms of this Section 7.5 to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that a Member or other Protected Person may have to the Company or any other Member under the Act or other applicable law, rule or regulation, are

reasonable in form, scope and content, and (iv) waives to the fullest extent permitted by the Act any duty or other obligation, if any, that a Member or other Protected Person may have to the Company or another Member, pursuant to the Act or any other applicable law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

ARTICLE VIII
ACCOUNTING; FINANCIAL AND TAX MATTERS

8.1 Books and Records; Reports.

(a) The books of the Company will be maintained at the Company's Principal Office.

(b) The Board of Managers shall maintain or cause to be maintained a system of accounting established and administered in accordance with the accrual method of accounting or as shall be required by IFRS, and shall set aside on the books of the Company or otherwise record all such proper reserves pursuant to the accrual method of accounting or as shall be required by IFRS.

(c) As soon as reasonably practicable after the close of each fiscal year of the Company, commencing with the fiscal year ending December 31, 2023, but in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Company, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company) a consolidated balance sheet of OpCo and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, stockholders' equity and cash flow 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 IFRS, audited and accompanied by (i) a report and opinion of an independent registered public accounting firm of nationally recognized standing, and (ii) a customary management discussion and analysis of the financial performance of OpCo and its Subsidiaries.

(d) As soon as reasonably practicable after the end of each of the first three (3) fiscal quarters of each fiscal year, but in any event not later than sixty (60) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Company, commencing with the fiscal quarter ending September 30, 2023, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company), a consolidated balance sheet of OpCo and its Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations for such fiscal quarter and for the portion of the fiscal year then ended and (ii) consolidated statements of cash flows for the portion of the 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 OpCo as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of OpCo and its Subsidiaries in accordance with IFRS, subject only to normal year-end adjustments and the absence of footnotes.

(e) As soon as reasonably practicable after the end of each calendar month, commencing August 31, 2023, but in any event not later than thirty (30) days after the end of each calendar month, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company), a consolidated balance sheet of OpCo and its Subsidiaries as at the end of such

calendar month, and the related (i) consolidated statements of income or operations for such calendar month and (ii) consolidated statements of cash flows for the calendar month then ended, all in reasonable detail and certified by a responsible officer of OpCo as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of OpCo and its Subsidiaries in accordance with IFRS, subject only to normal year-end adjustments and the absence of footnotes.

(f) OpCo shall hold a conference call (to be no earlier than the Business Day following the delivery of the applicable financial information pursuant to Section 8.1(c) and Section 8.1(d) above) with all Members who choose to attend such conference call to discuss the results of the previous fiscal quarter.

(g) As soon as available, but in any event within ~~[●]~~ten (~~[●]~~10) Business Days after the end of each month, a key performance indicator report for the most recently ended calendar month in the form set forth as Exhibit R to the Exit Credit Agreement.

(h) The Company shall make the information and reports to be provided pursuant to Sections 8.1(c), 8.1(d) and 8.1(e) available (including by making available on an online data site) to the Members and any potential transferees of a Member's Membership Interests, in each case, subject to such potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis), in each case, other than to any Member or potential transferee that is a Competitor of the Company.

(i) Notwithstanding the foregoing, no financial information required to be furnished pursuant to Sections 8.1(c), 8.1(d) and 8.1(e) shall be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that section.

8.2 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting purposes shall end on December 31. The taxable year of the Company for federal, state and local income tax purposes shall end on December 31 unless another date is required by the Code.

8.3 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.4 Tax Election. The Company shall file an entity classification election with the Internal Revenue Service electing to be classified as an association taxable as a corporation effective as of the date of its formation, and neither the Company nor any Member shall take any action or make any election inconsistent with such classification. All provisions of this Agreement shall be construed so as to preserve the Company's Tax status as a corporation.

ARTICLE IX
TRANSFERS OF MEMBERSHIP INTERESTS; TAG-ALONG RIGHT; DRAG-ALONG RIGHT; PREEMPTIVE RIGHTS

9.1 Limitation on Transfer.

(a) The Members shall not, directly or indirectly, Transfer any Membership Interests except in accordance with the provisions of this Agreement. Any attempt to Transfer any Membership Interests in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. For the avoidance of doubt, any Transfer pursuant to Sections 9.2, 9.3 or 9.4 shall not be prohibited by this Section 9.1(a).

(b) No Transfer contemplated by this Article IX shall be permitted (i) if, as a result of such Transfer, the Company could be reasonably likely to be subject to reporting obligations under the Exchange Act or otherwise required to make any filing with the Commission, unless such Transfer occurs after the effective date of an Initial Public Offering, (ii) if prohibited by the GLC or other applicable COAM Authority, or if such Transfer would, in the good faith determination of the Board of Managers, jeopardize any COAM License held by the Company or any of its Subsidiaries or (iii) to a Competitor of the Company (except in connection with a transaction that is a Drag-Along Sale or an Approved Sale (or other Change of Control)). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1 and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(c) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters necessary or desirable to administer or to determine compliance with this Section 9.1 and, absent actual fraud, bad faith, manifest error or self-dealing, the determinations of the Board of Managers shall be final and binding on the Company and the Members and any proposed transferee.

(d) The Members shall not, directly or indirectly, Transfer any Incentive Interests or permit any Incentive Interests to be subject to any liens, restrictions, claims, garnishments, or encumbrances, except those restrictions arising under applicable securities laws and this Agreement or with the prior written consent of the Board of Managers, and any attempt to Transfer any Incentive Interests or subject any Incentive Interests to any such liens, restrictions, claims, garnishments, or encumbrances without the prior written consent of the Board of Managers shall be null and void *ab initio* and the Company shall not register or effect any such Transfer.

9.2 Permitted Transfers.

(a) Without compliance with Section 9.3: (i) a Member may Transfer its Membership Interests or any portion thereof to any Affiliate of such Member and (ii) a Member that is a natural person may Transfer his or her Membership Interests or any portion thereof to any Family Member (or a Family Member of such Member's spouse, parent or sibling), a company, partnership or a trust established for the benefit of any of the foregoing or any personal representative, estate or executor under any will of such Member or pursuant to the laws of intestate succession; provided, however, that, in each case, such Transfer is made in accordance with the applicable provisions of Section 9.1 (including the limitations set forth in Section 9.1(b)) and Section 9.5.

(b) The Persons to whom Members may Transfer their Membership Interests or any portion thereof pursuant to this Section 9.2 are referred to hereinafter as "***Permitted Transferees***"; provided, however, that, in each case, such Transfer is made in accordance with Section 9.1(b) and Section 9.5.

9.3 Tag-Along Right.

(a) If a Member or group of Members (the "***Selling Tag Member***") elects to Transfer Membership Interests representing an amount equal to or exceeding thirty percent (30%) of the then outstanding Membership Interests of the Company on a fully-diluted basis (excluding, for purposes of this calculation, any Incentive Interests) to any Person other than a Permitted Transferee (such Person, a "***Third Party Purchaser***"), in one or a series of related transactions, then such Selling Tag Member shall offer the other Members excluding any Member who holds only Incentive Interests (each, a "***Tag-Along Rightholder***") the right to include in such Selling Tag Member's Transfer to the Third Party Purchaser the Tag-Along Rightholder's *pro rata* portion (based upon the amount of outstanding Membership Interests, excluding Incentive Interests) of the Membership Interests proposed to be Transferred by the Selling Tag Member (a "***Tag-Along Transfer***") at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) Prior to the consummation of any proposed Transfer described in Section 9.3(a) (a "***Proposed Transfer***"), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the other Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the "***Tag-Along Notice***") to the Company for transmittal to each of the Tag-Along Rightholders, which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Third Party Purchaser, (iii) state the portion of such Selling Tag Members' Membership Interest to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale (including the identity of the Third Party Purchaser), (v) include a calculation of the consideration per Membership Interest to be received by each Tag-Along Rightholder who elects to participate, (vi) include a representation that the Third Party Purchaser has been informed of the "tag-along" rights provided in this Section 9.3 and has agreed to purchase the Membership Interest in accordance with the terms hereof, and (vii) be accompanied by a written offer from the Third Party Purchaser. Such right shall be exercisable by written notice to the Selling Tag Member proposing to make the Proposed Transfer (with a copy to the Company) given within ten (10) Business Days after receipt by the Tag-Along Rightholder of the Tag-Along Notice (the "***Tag-Along Notice Period***") specifying the number of Membership Interests with respect to which such Tag-Along Rightholder shall exercise its rights under this Section 9.3. If the Third Party Purchaser elects to purchase less than all of the Membership Interests offered for sale as a result of the Tag-Along Rightholder's exercise of their "tag-along" rights provided in this Section 9.3, then the Selling Tag Member and each Tag-Along Rightholder shall have the right to include in such sale such number of Membership Interests equal to its respective *pro rata* portion of the Membership Interests to be Transferred to the Third Party Purchaser in exchange for its respective *pro rata* share of consideration to be received in the Transfer to the Third Party Purchaser based on its applicable portion of Membership Interests being so Transferred. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Rightholder of its rights under this Section 9.3.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities and agreements to the Third Party Purchaser as made by the Selling Tag Member in connection with the Tag-Along Transfer (other than any noncompetition

or similar agreements or covenants that would bind the Tag-Along Rightholder or its Affiliates), and (ii) to substantially the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration the Selling Tag Member receives); provided, however, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Tag-Along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities and agreements (and any and all obligations with respect thereto) shall be made by each Tag-Along Rightholder severally and not jointly and severally, (C) a Tag-Along Rightholder's liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach; provided, each Tag-Along Rightholder's liability with respect to a Tag-Along Transfer, if any, shall be *pro rata* (based on such Tag-Along Rightholder's Membership Interests included in the Tag-Along Transfer divided by all Membership Interests of the Selling Tag Member and all the Tag-Along Rightholders included in the Tag-Along Transfer) (provided, further, that such liability, if any, shall not be *pro rata* to the extent such liability was caused solely by an action or, subject to clause (E), inaction of a Tag-Along Rightholder, in which case the liability attributable to such action or inaction shall be borne by such Tag-Along Rightholder), (D) any consideration, including escrow or holdbacks, applicable to such Tag-Along Transfer shall be applied *pro rata* (based upon the aggregate amount of Membership Interests of the Selling Tag Member and all the Tag-Along Rightholders included in the Tag-Along Transfer) among the Members participating in the Tag-Along Transfer and (E) such Tag-Along Rightholder, to the extent that such Tag-Along Rightholder is not also an officer, consultant or employee of the Company or its Subsidiaries, shall not be required to enter into a non-competition, non-solicitation or any other restrictive covenant or agreement or to amend, extend or terminate any contractual or other relationship with the Company, the Third Party Purchaser or any of their Affiliates other than investment-related documents of the Company in connection with such Proposed Transfer. In no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder which Affiliate itself is selling its Membership Interests in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

(d) Each Selling Tag Member shall have ninety (90) days following expiration of the Tag-Along Notice Period in which to Transfer the Membership Interests described in the Tag-Along Notice and the Membership Interests to be sold by the Tag-Along Rightholders, on the terms set forth in the Tag-Along Notice (which such ninety (90) day period may be extended for a reasonable time not to exceed one hundred and eighty (180) days to the extent reasonably necessary to obtain any approval of a Governmental Authority). If at the end of such ninety (90) day period (or such longer period as described above), the Selling Tag Member has not completed such transfer, the Selling Tag Member may not then effect a Transfer of Membership Interests subject to this Section 9.3 without again fully complying with the provisions of this Section 9.3.

9.4 Drag-Along Right.

(a) If a Member or group of Members holding at least a majority of the then outstanding Membership Interests (excluding, for purposes of this calculation, any Incentive Interests) (such Member or group of Members, the "***Selling Members***") proposes to sell, in one or a series of related transactions, at least a majority of the then outstanding Membership Interests (excluding, for purposes of this calculation, any Incentive Interests) to a Third Party Purchaser or group of Third Party Purchasers (a "***Drag-Along Sale***"), then such Selling Members shall have the right, in lieu of complying with the provisions of Sections 9.3 and 9.5, to require the other Members to sell the *pro rata* portion of their Membership Interests (calculated based on

the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) to such Third Party Purchaser in connection with such Drag-Along Sale and otherwise on the same terms as such Selling Members selling such Membership Interests. Such right shall be exercisable by written notice (a "***Buyout Notice***") given to each Member other than the Selling Members which shall state (i) that such Selling Members propose to effect the sale of the applicable percentage of the Membership Interests of every Member of the Company to such Third Party Purchaser, (ii) the name of the Third Party Purchaser, and (iii) the purchase price the Third Party Purchaser is paying for the Membership Interests and which attaches a copy of any definitive agreements between such Selling Members and the other parties to such transaction. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell its respective *pro rata* portion of its Membership Interests for the purchase price set forth in the Buyout Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Membership Interests in favor of such transaction).

(b) If either (i) a Member or group of Members holding Membership Interests representing at least a majority of the then outstanding Membership Interests on a fully-diluted basis (excluding, for purposes of this calculation, any Incentive Interests) or (ii) a majority of the Board of Managers (after ratification by Members holding Membership Interests representing at least a majority of the then outstanding Membership Interests on a fully-diluted basis (excluding, for purposes of this calculation, any Incentive Interests)) approves any transaction that would result in a Change of Control of the Company (other than to or with a Selling Member or an Affiliate of a Selling Member) (an "***Approved Sale***"), then, so long as distributions of consideration to the Members are made in accordance with the provisions of Section 3.4, each Member agrees to, at the direction of the Selling Members or the Board of Managers, as applicable, include its Membership Interests (*pro rata* calculated based on the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) in such Approved Sale and vote in favor thereof and will use its reasonable best efforts to cooperate in the Approved Sale and will take all necessary and desirable actions in connection with the consummation of the Approved Sale as are reasonably requested by the Selling Members or the Board of Managers, as applicable, including by waiving any appraisal or similar rights with respect to the Approved Sale and executing any action by written consent of the Members; provided, in the event of clause (i), the Board of Managers shall provide customary cooperation with the Selling Members to effectuate a Change of Control of the Company proposed by such Selling Members (provided that such Selling Members constitute the requisite threshold under clause (i)).

(c) The closing with respect to any Drag-Along Sale pursuant to this Section 9.4 shall be held as soon as practicable and at the time and place specified in the Buyout Notice but in any event within nine (9) months of the date the Buyout Notice is delivered to the Members (the "***Drag-Along Outside Date***"). Consummation of the Transfer of Membership Interests by any Member to the Third Party Purchaser in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each Selling Member to such Third Party Purchaser of the Membership Interests proposed to be Transferred by the Selling Members and (ii) may be effected by a Transfer of the Membership Interests or the merger, consolidation or other combination of the Company with or into the Third Party Purchaser or its Affiliate, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Membership Interests subject to the Buyout Notice does not meet the requirements of Section 9.4(a) prior to the Drag-Along Outside Date, such Selling Members shall be deemed to have forfeited their rights to require the other Members to sell their Membership Interests to such Third Party Purchaser in connection with such Drag-Along Sale.

(d) The Selling Members shall arrange for the payment of cash (by bank cashier's check or certified check or by wire transfer of immediately available funds to the accounts designated by the other Members), securities or any other form of consideration in connection with any Drag-Along Sale or Approved Sale directly by the Third Party Purchaser to each other Member, upon delivery of an appropriate assignment in form and substance reasonably satisfactory to the Third Party Purchaser, which assignment shall be made free and clear of all liens, claims and encumbrances, except as provided by this Agreement or as otherwise agreed to by such Third Party Purchaser. In connection with any Drag-Along Sale or Approved Sale, each other Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Members make or provide in connection with the Drag-Along Sale or Approved Sale; provided, however, that each other Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Membership Interests, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Selling Members or their Membership Interests; provided, further, however, that all representations, warranties, covenants and indemnities in the applicable purchase agreement shall be made by the Selling Members and the other Members severally and not jointly and any indemnification obligation shall be *pro rata* based on the consideration received by the Selling Members and each other Member, in each case, in an amount not to exceed the aggregate proceeds received by the Selling Members and each other Member in the Drag-Along Sale or Approved Sale; and such Member, to the extent that such Member is not also an officer, individual consultant (including through an entity with a sole member) or employee of the Company or its Subsidiaries, is not required (i) to enter into a non-competition, non-solicitation or any other restrictive covenant or agreement, (ii) to enter into a lock-up provision with respect to any securities received by such Member as consideration in connection with such Drag-Along Sale or Approved Sale, or (iii) to amend, extend or terminate any contractual or other relationship with the Company, the acquirer or any of their respective Affiliates other than investment-related documents of the Company in connection with such Drag-Along Sale or Approved Sale. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and the Selling Members and any other Member participating in a Transfer pursuant to a Buyout Notice shall, unless the applicable Third Party Purchaser refuses, be borne by the Company in the event of an Approved Sale and shall otherwise be borne by the Members on a *pro rata* basis based on the consideration received by each Member in such Transfer.

9.5 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.4) shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) Neither the proposed transferee nor any of its Affiliates shall be a Competitor of the Company.

(b) The Member making such Transfer shall have provided to the Company (i) at least five (5) Business Days' prior notice of such Transfer, (ii) a certificate of the Member making such Transfer, delivered with such notice, containing a statement that such Transfer is permitted under this Article IX, which notice of Transfer shall be in substantially the form attached hereto as Exhibit B, together with such information as is reasonably necessary for the

Company to make such determination and (iii) such other information or documents as may be reasonably requested by the Company in order for it to make such determination.

(c) The transferee of such Membership Interests shall have executed and delivered to the Company a Joinder, in substantially the form attached hereto as Exhibit A, by which it shall become a party to and be bound by the applicable terms and provisions of this Agreement.

(d) If requested by the Board of Managers in its reasonable judgment within the five (5) Business Day period referenced in clause (a) above, the Company shall have received the opinion of counsel to the Member making such Transfer, at the expense of the Member making such Transfer, reasonably satisfactory in form and substance to the Board of Managers, to the effect that: (i) such Transfer would not violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or the Membership Interests to be Transferred, (ii) such Transfer shall not impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or Governmental Authority anywhere, other than the states, courts and Governmental Authorities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iii) such Transfer would not, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an "investment company" under the Investment Company Act of 1940, as amended, and (iv) such Transfer shall not cause an Event of Dissolution.

9.6 Effect of Transfer. Upon the close of business on the effective date of any Transfer of Membership Interests (the "***Effective Transfer Time***") in accordance with the provisions of this Agreement, (a) the Transferee that is not already a Member shall be admitted as a Member and for purposes of this Agreement such transferee shall be deemed a Member, and (b) the Transferred Membership Interests shall continue to be subject to all the provisions of this Agreement. Unless the transferor and Transferee otherwise agree in writing, and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the transferor at or prior to such Effective Transfer Time shall be made to the transferor. No Transfer shall relieve the transferor (or any of its Affiliates) of any of their obligations or liabilities under this Agreement arising prior to the closing of the consummation of such Transfer.

9.7 Tolling. All time periods specified in this Article IX are subject to reasonable extension for the purpose of complying with requirements of law or regulation (including any COAM Laws) as determined by the Board of Managers.

9.8 Preemptive Rights.

(a) Between the Effective Date and the date of consummation of an Initial Public Offering, if the Company (or a Subsidiary of the Company) shall propose to issue and sell any equity Securities (including Membership Interests) or any equity Security, debt Security or debt instrument, in each case, convertible into or exchangeable for any equity Securities of the Company (or a Subsidiary of the Company) (including any Membership Interests) (collectively, the "***New Securities***"), or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the "***Subject Purchaser***"), in each case, other than with respect to Excluded Issuances, each Preemptive Rightholder shall have the right (a "***Preemptive Right***") to purchase such Preemptive Rightholder's *pro rata* portion (based on ownership of Membership Interests (for the avoidance of doubt, excluding any Incentive Interests) and determined without regard to Members who are not Preemptive Rightholders) of the New Securities at the same price and on the same other terms proposed to be issued and/or sold (the "***Proportionate Percentage***"). The Company shall offer to sell to any such Preemptive Rightholder (A) its Proportionate

Percentage of such New Securities (the "***Offered Securities***") and (B) other than with respect to a sale of New Securities pursuant to Section 9.8(f), to sell to any such Preemptive Rightholder such of the Offered Securities as shall not have been subscribed for by the other Preemptive Rightholders as hereinafter provided, in each case, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Preemptive Rightholder which such notice shall also state (x) the number and amount of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Preemptive Rightholder and shall be given to such Preemptive Rightholders at least twenty (20) days prior to any issuance giving rights under this Section 9.8 (the "***Preemptive Offer***"). The Preemptive Offer shall by its terms remain open for a period of at least twenty (20) days from the date of receipt thereof and shall specify the date on which the Offered Securities will be sold to accepting Preemptive Rightholders (which shall be at least twenty (20) but not more than one hundred and eighty (180) days from the date of the Preemptive Offer). The failure of any Preemptive Rightholder to respond to the Preemptive Offer during the twenty (20) day period shall be deemed a waiver of such Preemptive Rightholder's Preemptive Right.

(b) Each such Preemptive Rightholder shall have the right, during the period of the Preemptive Offer, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Preemptive Rightholder of its acceptance, in whole or in part, of a Preemptive Offer shall be in writing (a "***Notice of Acceptance***") signed by such Preemptive Rightholder and delivered to the Company prior to the end of the specified period of the Preemptive Offer, setting forth the Offered Securities such Preemptive Rightholder elects to purchase.

(c) Each such Preemptive Rightholder shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Securities not accepted for purchase by any other Preemptive Rightholders, in which event such Offered Securities not accepted by such other Preemptive Rightholders shall be deemed to have been offered to and accepted by the Preemptive Rightholders exercising such additional right under this paragraph (c) *pro rata* in accordance with their respective Proportionate Percentages (determined without regard to those Preemptive Rightholders not electing to purchase their full respective Proportionate Percentages under the foregoing paragraph (a)) on the same terms and conditions as those specified in the Preemptive Offer, but in no event shall any such electing Preemptive Rightholder be allocated a number of New Securities in the Company in excess of the maximum number of Offered Securities such Preemptive Rightholder has elected to purchase in its Notice of Acceptance.

(d) At the closing of the purchase of New Securities subscribed for by the Preemptive Rightholders under this Article IX, the Company shall deliver certificates (if applicable) representing such equity Securities, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Preemptive Rightholders that elected to purchase such New Securities and after payment therefor, duly authorized, validly issued and fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(e) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Preemptive Rightholders do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of the Preemptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that

are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and/or sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.8 shall be held at a time and place as the parties to the transaction may agree.

(f) Preemptive Rights Exception. Notwithstanding anything to the contrary herein, if the Board of Managers, acting in good faith, determines (whose determination shall be conclusive) that it would be in the best interests of the Company to issue New Securities which would otherwise be required to be offered to the Preemptive Rightholders under this Section 9.8 prior to making such offer, the Company may issue such New Securities to a Person (an "***Accelerated Acquirer***") without first complying with the procedures set forth in Section 9.8(a); provided, that within ten (10) Business Days after the occurrence of such issuance, the Company shall provide to each Preemptive Rightholder: (i) written notice of such issuance and the Preemptive Offer required by Section 9.8(a) and (ii) the Preemptive Right to purchase such Preemptive Rightholder's Proportionate Percentage of the New Securities that such Preemptive Rightholder would have been entitled to purchase pursuant to the procedures set forth in Sections 9.8(a) and 9.8(b) had this Section 9.8(f) not been invoked, subject to such Preemptive Rightholder's delivery of a Notice of Acceptance pursuant to Section 9.8(b) prior to the later of the end of the specified period of the Preemptive Offer and five (5) Business Days after receipt of notice of the Preemptive Offer, and which shall be on the same terms and conditions provided in the provisions of this Section 9.8 relating to the Preemptive Right, the closing of such purchase to take place as soon as reasonably practicable. If one or more Preemptive Rightholders exercises its election to make a purchase, the Company shall give effect to each such exercise by (i) requiring that the Accelerated Acquirer (in which case the Accelerated Acquirer hereby agrees to) sell down a portion of its New Securities, (ii) issuing additional New Securities to such Preemptive Rightholder(s) or (iii) a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rightholder(s) with the same amount of New Securities that such Preemptive Rightholder(s) would have been entitled to pursuant to clause (A) of the second sentence of Section 9.8(a) had this Section 9.8(f) not been invoked.

(g) Transfer of Preemptive Rights. The Preemptive Rights set forth in this Section 9.8 may be assigned by any Preemptive Rightholder to any assignee of such Preemptive Rightholder; provided, that (i) such assignee is an "accredited investor" and (ii) such assignee complies with Section 9.1(b) and Section 9.5.

9.9 Transfers Among Members. Each Member acknowledges and agrees, with respect to any Transfer by or with any Member who is entitled to designate any member of the Board of Managers or an Observer or who otherwise has a representative of such Member or its Affiliates serving on the Board of Managers pursuant to Section 5.3 (any such Member, a "***Counterparty***") that (a) no Counterparty has made any representation or warranty, express or implied, regarding the Company or its Subsidiaries and any such purported representations or warranties are expressly disclaimed and waived; and (b) a Counterparty may have, or may come into possession of, information with respect to the Membership Interests, the Company or its Subsidiaries that may constitute material non-public information or information that is not known to other Members and that may be material to a decision to the purchase or sale of Membership Interests by or with such Counterparty ("***Counterparty Excluded Information***"). In connection with any such purchase or sale of Membership Interests by or with such Counterparty, such Counterparty may, in his, her or its sole discretion and upon written request, require the applicable Member purchasing or selling Membership Interests, including any Tag-Along Rightholder, to enter into a confidentiality agreement in form and substance satisfactory to the Company

(but shall not include any cleansing provision or similar provision), pursuant to which the Counterparty shall disclose to such Member, including any such Tag-Along Rightholder, all Counterparty Excluded Information in such Counterparty's possession. Within three (3) Business Days of receiving such Counterparty Excluded Information, the applicable Member, including any applicable Tag-Along Rightholder, may revoke its purchase or sale, including its Tag-Along Notice. Each Member irrevocably and unconditionally waives and releases the Company, the Counterparty and their respective Affiliates from any and all claims (whether for Damages, rescission or any other relief), that it might have against the Company, the Counterparty or their respective Affiliates, whether under applicable securities laws or otherwise, with respect to any Counterparty Excluded Information in connection with such purchase or sale, and each Member has agreed not to solicit or encourage, directly or indirectly, any other Person to assert any such claim. Each Member further confirms that it understands the significance of the foregoing waiver.

9.10 Redemption Rights Relating to Incentive Interests.

(a) The provisions set forth in this Section 9.10 shall apply to any holder of Incentive Interests who ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries at any time after the Effective Date (each, an "***Employee Redeemed Member***"). In the case of any inconsistency between the terms of this Section 9.10 and the explicit terms of an Employee Redeemed Member's employment agreement, grant document or award agreement with the Company or its Subsidiaries, as applicable, the explicit terms of such Employee Redeemed Member's employment agreement, grant document or award agreement shall govern. This Section 9.10 shall not apply to any specific Incentive Interests if so determined by resolution or written consent of the Board of Managers at the time of the issuance of such Incentive Interests.

(b) If an Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries for any reason at any time, all unvested Incentive Interests held by such Employee Redeemed Member shall automatically terminate and be forfeited in all respects.

(c) If an Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or to provide services to, the Company or its Subsidiaries for any reason at any time, the Company shall have the right (but not the obligation), upon delivery of a written notice to the Employee Redeemed Member (the "***Employee Redemption Notice***") within twelve (12) months after the applicable date such Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries (such date, the applicable "***Service Termination Date***"), to repurchase all vested Incentive Interests owned by the Employee Redeemed Member (the "***Employee Redeemed Member Repurchase Right***"). Any repurchase price hereunder shall be paid to the Employee Redeemed Member no later than one hundred twenty (120) days after the date of delivery of the Employee Redemption Notice in the form of (at the Board of Manager's sole discretion): (i) a cashier's check, (ii) wire transfer of funds or (iii) a promissory note that shall accrue interest at the then-applicable Federal rate and shall be payable over a period of time not to exceed ~~[~~three (3)~~]~~ years; provided, that the Board of Managers may toll the period in which to purchase the applicable Incentive Interests if, in the good faith determination of the Board of Managers, (w) such purchase would result in a violation of any applicable law, (x) there exists any restriction on a credit or other agreement binding upon the Company, OpCo and/or any of their respective Subsidiaries that would prohibit such purchase, (y) the Company does not have sufficient funds available to effect such purchase without triggering a default under any Indebtedness or other material agreement of the Company and/or OpCo, or (z) the consent of any Governmental Authority is required to consummate such purchase, and, in any such case (w) – (z), the Company will notify the Employee Redeemed

Member in writing, upon making any such determination, that it is deferring its obligations to make such purchase until (as applicable) such consent is obtained or such violation of applicable law or credit agreement or unavailability of funds would not, as applicable, result therefrom or has ceased.

(d) If the Company elects to exercise its Employee Redeemed Member Repurchase Right, the repurchase price shall be determined as set forth below. With respect to any Incentive Interests:

(i) If such Employee Redeemed Member's employment, engagement or provision of services with the Company or its Subsidiaries was terminated for any reason other than by the Company or any of its Subsidiaries for Cause, the price to be paid by the Company to repurchase the applicable number of vested Incentive Interests from the Employee Redeemed Member shall be an amount equal to the fair market value of such vested Incentive Interests, as applicable, as of the date of delivery of the Employee Redemption Notice, as determined in good faith by the Board of Managers.

(ii) If such Employee Redeemed Member's employment, engagement, or provisions of services with the Company or its Subsidiaries was terminated by the Company or any of its Subsidiaries for Cause, then all such vested Incentive Interests shall automatically terminate and be forfeited and shall not be entitled to any distributions or other consideration hereunder or otherwise.

(e) Any distributions on any Incentive Interests repurchased from an Employee Redeemed Member by the Company pursuant to this Section 9.10 or any other agreement between the Company and any of its Subsidiaries and such Employee Redeemed Member, shall be cancelled and no distributions or payments made thereon, including pursuant to the provisions of Section 3.4.

(f) The Company will be entitled to require each Employee Redeemed Member to provide (i) representations and warranties regarding (A) its power, authority and legal capacity to enter into such sale and repurchase, (B) valid right, title and interest in such Incentive Interests and such Employee Redeemed Member's ownership of such Incentive Interests, (C) the absence of any liens on such Incentive Interests, and (D) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which such Employee Redeemed Member or the assets of such Employee Redeemed Member are bound as the result of such sale, and (ii) customary releases in connection with such termination of the Employee Redeemed Member and such repurchase of Incentive Interests. Should the Company elect to exercise the Employee Redeemed Member Repurchase Rights pursuant to this Section 9.10 and such Employee Redeemed Member fails to deliver all of such Incentive Interests in accordance with the terms hereof, the Company may, at its option, in addition to all other remedies it may have, cancel on its books such Incentive Interests registered in the name of such Employee Redeemed Member, and all of such Employee Redeemed Member's right, title and interest in and to such Incentive Interests shall terminate in all respects. An Employee Redeemed Member with respect to which the Employee Redeemed Member Repurchase Right is exercised hereunder, on the one hand, and the Company, on the other hand, shall each pay their respective costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of this Section 9.10.

(g) All Incentive Interests (vested or unvested) shall automatically terminate and be forfeited in all respects on the ten (10) year anniversary of the applicable grant date, unless otherwise determined by the Board of Managers at the time of issuance.

ARTICLE X
REGISTRATION RIGHTS

10.1 Demand Registration Right.

(a) At any time prior to or after an Initial Public Offering, each Member or group of Members which collectively holds ~~an aggregate~~a Percentage Ownership of fifty percent (50%) or more ~~of the outstanding Membership Interests, on a fully diluted basis and excluding, for purposes of this calculation, Incentive Interests~~ (collectively, the "***Initiating Members***"), may make a written request (specifying the intended method of disposition and the amount of Registrable Securities proposed to be sold) that the Company effect, and the Company shall use its reasonable best efforts to effect, a public offering (a "***Demand Registration***") of all or a portion of the Registrable Securities collectively held by such Members (subject to Section 10.4(a)). The Company shall not be obligated to effect a Demand Registration if the Registrable Securities requested by the Initiating Member to be registered have (x) at any time prior to the Initial Public Offering, an estimated aggregate public offering price (before deduction of any underwriting discounts and commissions) of less than ~~$50~~fifty million dollars ($50,000,000) or (y) at any time after an Initial Public Offering, an estimated aggregate public offering price (before deduction of any underwriting discounts and commissions) of less than ~~$[20]~~twenty million dollars ($~~[~~20,000,000~~]~~). If the Board of Managers, in its good faith judgment, determines that any registration of the Registrable Securities should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company (a "***Valid Business Reason***"), the Company may (1) postpone filing a Registration Statement relating to a Demand Registration until such Valid Business Reason no longer exists, but in no event for more than one hundred and eighty (180) days, and (2) in case a Registration Statement has been filed relating to a Demand Registration, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of the Board of Managers, acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated; provided, however, that a new Registration Statement is filed within one hundred and eighty (180) days thereafter, or may postpone amending or supplementing such Registration Statement, but in no event for more than one hundred and eighty (180) days; provided, however, that if the registration of Registrable Securities is postponed pursuant to clause (1), the Company shall not be permitted to register under the Securities Act any equity Securities of the Company owned by other Members of the Company during any such postponement. The Company shall give written notice of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone or withdraw a filing under this Section 10.1 more than once in any twelve (12) month period. For the avoidance of doubt, any postponement or withdrawal of a Registration Statement shall not constitute a Demand Registration.

(b) The Company shall use its reasonable best efforts to cause such Demand Registration to be in the form of a firm commitment underwritten offering and the managing underwriter or underwriter selected for such offering shall be the Company Underwriter (as defined herein). In connection with any Demand Registration under this Section 10.1 involving an underwritten offering, none of the Registrable Securities held by an Initiating Member making a request for inclusion of such Registrable Securities shall be included in such underwritten

offering unless such Initiating Member accepts the terms of the offering, such terms to be in an underwriting agreement in customary form agreed to between the Company and the managing underwriter or underwriters selected for such underwriting by the Company (the "***Company Underwriter***"), and then only in such quantity as will not, in the opinion of the Company Underwriter, jeopardize the success of such offering.

10.2 Piggyback Registration Right.

(a) Within ten (10) Business Days following receipt by the Company of a request from the Initiating Members to effect a Demand Registration, the Company shall give written notice of such request to each Piggyback Member (the "***Non-Initiating Members***"), which shall describe the anticipated filing date, the proposed registration and distribution, and offer the Non-Initiating Members the opportunity to register their *pro rata* share of Registrable Securities (an "***Incidental Registration***") in such registration. Following the receipt of such notice, each Non-Initiating Member shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) Business Days following receipt of notice from the Company, to include all or any portion of their Registrable Securities in such Demand Registration (subject to Section 10.4(a)). The right of each Non-Initiating Member to have Registrable Securities included in a Demand Registration pursuant to this Section 10.2(a) shall be conditioned upon such Non-Initiating Member entering into (together with the Initiating Members) an underwriting agreement in customary form with the Company Underwriter. Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Company Underwriter to permit each such Non-Initiating Member to participate in the Incidental Registration to include its Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Initiating Members.

(b) In connection with an offering by the Company (or any successor thereto) for its own account or for the benefit of any Member (other than a Registration Statement on Form S-4 or Form S-8 or any successor thereto), the Company shall give written notice to all of the Members within ten (10) Business Days prior to the proposed offering. Following the receipt of such notice, each Member (together with its Affiliates and Permitted Transferees) shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) days following receipt of such notice from the Company, to include all or any portion of its Registrable Securities in such offering (subject to Section 10.4(b)). The right of each Member to have Registrable Securities included in an offering pursuant to this Section 10.2(b) shall be conditioned (if an underwritten offering) upon each Member entering into (together with the Company) an underwriting agreement in customary form with the Company Underwriter. Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Company Underwriter to permit the Members to participate in a registration pursuant to this Section 10.2(b) to include its Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Company or any other Member.

10.3 Effective Demand Registration. The Company shall use its reasonable commercial efforts to cause any Demand Registration to become effective not later than ninety (90) days after it receives a request under Section 10.1(a) and to remain effective for the lesser of (i) the period during which all Membership Interests registered in the Demand Registration are sold and (ii) ninety (90) days; provided, however, that a registration shall not constitute a Demand Registration if (x) after such Demand Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other Governmental Authority for any reason not solely attributable to

the Initiating Members and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, other than by reason of a failure by the Initiating Members. Subject to the exceptions described in Section 10.1 and this Section 10.3, the Company shall be obligated to effect only an aggregate of four (4) Demand Registrations under this Agreement.

10.4 Cutback.

(a) If the Company Underwriter, in connection with a Demand Registration, shall advise the Company in writing on or before the date five (5) days prior to the date then scheduled for such offering that, in its opinion, the amount of Registrable Securities requested to be included in such Demand Registration exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, then the Company will reduce the Registrable Securities to be included in such offering *pro rata* based on the number of Registrable Securities owned by each such Initiating Member and Non-Initiating Member.

(b) If the Company Underwriter, in connection with an offering by the Company (or any successor thereto) for its own account or for the benefit of any Member (other than a Demand Registration or a Registration Statement on Form S-4 or Form S-8 or any successor thereto) shall advise the Company in writing on or before the date that is five (5) days prior to the date then scheduled for such offering that, in its opinion, the amount of Registrable Securities requested to be included in such offering exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, then, the Company will reduce the Registrable Securities to be included in such offering by (i) first, including only the Registrable Securities (or portion thereof) being sold for the account of the Company as advised by the Company Underwriter can be included and (ii) second, to the extent that all Registrable Securities being sold for the account of the Company can be included, then including only the total number of Registrable Securities of the Members in such offering as advised by the Company Underwriter can be included (in addition to all such Registrable Securities being sold for the account of the Company), with each such Member entitled to include its *pro rata* share based on the number of Registrable Securities owned and proposed to be included by such Member.

10.5 Form S-3 Registration.

(a) S-3 Registration. Following an Initial Public Offering and upon the Successor Corporation becoming eligible for use of Form S-3 (or any successor form thereto) under the Securities Act in connection with a public offering of its securities, in the event that the Successor Corporation shall receive from any Member who, together with its Affiliates, holds at least fifteen percent (15%) of the then outstanding Stock of the Successor Corporation (on a fully diluted basis, excluding, for purposes of this calculation, the Incentive Interests) (such Member, the "***S-3 Initiating Member***") a written request that the Successor Corporation register, under the Securities Act on Form S-3 (or any successor form then in effect) (an "***S-3 Registration***"), all or a portion of the Stock owned by such S-3 Initiating Member, the Successor Corporation shall give written notice of such request to all of the other Members (other than S-3 Initiating Member) at least ten (10) Business Days before the anticipated filing date of such Form S-3, and such notice shall describe the proposed registration and offer such other Members the opportunity to register the number of shares of Stock as each other Member may request in writing to the Successor Corporation, given within ten (10) Business Days after their receipt from the Successor Corporation of the written notice of such registration. If requested by the S-3 Initiating Member, such S-3 Registration shall be for an offering on a continuous basis pursuant

to Rule 415 under the Securities Act. The Successor Corporation shall use its reasonable best efforts to (x) cause such registration pursuant to this Section 10.5 to become and remain effective as soon as practicable, but in any event not later than forty-five (45) days after it receives a request therefor and (y) include in such offering the Stock of the other Members (other than S-3 Initiating Member) (the "***S-3 Non-Initiating Members***") who have requested in writing to participate in such S-3 Registration on the same terms and conditions as the Stock of the S-3 Initiating Member.

(b) Delay of S-3 Registration. If the Board of Managers has a Valid Business Reason, the Successor Corporation may (x) postpone filing a Registration Statement relating to a S-3 Registration until such Valid Business Reason no longer exists, but in no event for more than ninety (90) days, and (y) in case a Registration Statement has been filed relating to a S-3 Registration, if the Valid Business Reason has not resulted from actions taken by the Successor Corporation, the Successor Corporation, upon the approval of a majority of the Board of Managers acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such Registration Statement. The Successor Corporation shall give written notice to the Members of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Successor Corporation may not postpone or withdraw a filing due to a Valid Business Reason more than once in any twelve (12) month period. The Successor Corporation shall not be required to effect any registration pursuant to this Section 10.5, (i) within ninety (90) days after the effective date of any other Registration Statement of the Successor Corporation, (ii) if Form S-3 is not available for such offering by the S-3 Initiating Member, (iii) if the Registrable Securities requested by the S-3 Initiating Member to be registered have an estimated aggregate public offering price of less than five million dollars ($5,000,000), or (iv) the plan of distribution with respect to the Registrable Securities to be included in such S-3 Registration is to be conducted pursuant to an underwritten public offering.

(c) Cutback. If the Successor Corporation in connection with any S-3 Registration shall advise the S-3 Initiating Member and S-3 Non-Initiating Member in writing on or before the date five (5) Business Days prior to the date then scheduled for such offering that, in its good-faith opinion, the amount of Stock requested to be included in such S-3 Registration exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Stock being offered, then the Successor Corporation may reduce the Registrable Securities to be included in such S-3 Registration, (i) *pro rata* based on the Percentage Ownership owned by each S-3 Initiating Member and the S-3 Non-Initiating Members or (ii) as otherwise may be agreed upon among the S-3 Initiating Member and the S-3 Non-Initiating Members.

10.6 Registration Procedures. As used in this Section 10.6, the term "Company" shall also include the Successor Corporation, and the term "Registrable Securities" shall also include Stock, as the case may be. Whenever registration of Registrable Securities has been requested pursuant to Section 10.1 or Section 10.2, the Company shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as quickly as practicable, and in connection with any such request, the Company shall, as expeditiously as possible:

(i) prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become

effective; provided, however, that (x) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide counsel selected by the Members ("***Members' Counsel***") with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the Commission, subject to such documents being under the Company's control, and (y) the Company shall promptly notify the Members' Counsel and each seller of Registrable Securities of any stop order issued or threatened by the Commission, and shall promptly take all action required to prevent the entry of such stop order or to remove it if entered;

(ii) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (x) one hundred and twenty (120) days and (y) such shorter period which will terminate when all Registrable Securities covered by such Registration Statement have been sold, and shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) furnish to each seller of Registrable Securities, prior to filing a Registration Statement, a reasonable number of copies of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case, including all exhibits thereto), and the prospectus included in such Registration Statement (including each preliminary prospectus), as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may request, and to continue such qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold (whichever is shortest), and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided, however, that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 10.6(iv), (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction;

(v) notify each seller of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) enter into and perform customary agreements (including an underwriting agreement in customary form with the Company Underwriter) and take such other actions as are reasonably prudent and required in order to expedite or facilitate the disposition of such Registrable Securities, including causing its officers to participate in "road shows" and other information meetings organized by the Company Underwriter;

(vii) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, which shall be consistent with the due diligence and disclosure obligations under securities laws applicable to the Company and the Members, make available at reasonable times for inspection by any managing underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Members' Counsel and any attorney, accountant or other agent retained by any managing underwriter, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries (collectively, the "***Records***") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its Subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Person in connection with such Registration Statement;

(viii) if such sale is pursuant to an underwritten offering, obtain "cold comfort" letters dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as Members' Counsel or the managing underwriter reasonably requests;

(ix) furnish, at the reasonable request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration or, if such securities are not being sold through underwriters, on the date the Registration Statement with respect to such securities becomes effective, an opinion, dated as of such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such legal matters with respect to the registration in respect of which such opinion is being given as the underwriters, if any, and such seller may reasonably request and are customarily included in such opinions;

(x) comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xi) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed provided that the applicable listing requirements are satisfied;

(xii) keep Members' Counsel reasonably informed as to the initiation and progress of any registration under Section 10.1 or Section 10.2, as applicable;

(xiii) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with any Governmental Authority; and

(xiv) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

10.7 Seller Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish, and such seller hereby agrees to furnish, to the Company such information regarding the distribution of such securities as the Company may from time to time reasonably request in writing.

10.8 Notice to Discontinue. Each Member agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 10.6(v), such Member shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Member's receipt of the copies of the supplemented or amended prospectus contemplated by Section 10.6(v) and, if so directed by the Company, such Member shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Member's possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice under Section 10.6(v), the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including the period referred to in Section 10.6(ii)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 10.6(v) to and including the date on which sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 10.6(v).

10.9 Registration Expenses. The Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Article X, including (i) Commission, National Securities Exchange and any other registration or filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and expenses of counsel to the Company and of its independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any "cold comfort" letters or any special audits incident to or required by any registration or qualification) and, in an amount not exceeding one hundred thousand dollars ($100,000), the reasonable legal fees, charges and expenses of a single counsel to the Members incurred by such Members participating in any registration as a group, and (v) any liability insurance or other premiums for insurance obtained in connection with any Demand Registration or piggy-back registration thereon or Incidental Registration pursuant to the terms of this Agreement, regardless of whether such Registration Statement is declared effective. The holder of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to registration and sale of such Members' Registrable Securities and, subject to clause (iv) above, shall bear the fees and expenses of their own counsel.

10.10 Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Member, its partners, directors, officers, Affiliates and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Member from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (each, a "***Liability***" and collectively, "***Liabilities***"), arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any

Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, under the circumstances such statements were made), except insofar as such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning any Member furnished in writing to the Company by such Member expressly for use therein, including the information furnished to the Company pursuant to Section 10.10(b). The Company shall also provide customary indemnities to any underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such underwriters (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Members.

(b) Indemnification by the Members. In connection with any Registration Statement in which any Member is participating pursuant to Section 10.1, Section 10.2 or Section 10.5, each Member shall promptly furnish to the Company in writing such information with respect to such Member as the Company may reasonably request or as may be required by law for use in connection with any such Registration Statement or prospectus and all information required to be disclosed in order to make the information previously furnished to the Company by such Member not materially misleading or necessary to cause such Registration Statement not to omit a material fact with respect to such Member necessary in order to make the statements therein not misleading. Each Member agrees to indemnify and hold harmless the Company, its partners, directors, officers, Affiliates, any underwriter retained by the Company and each Person who controls the Company or such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against any and all Liabilities arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, under the circumstances such statements were made), but if and only to the extent that such Liability arises out of or is based upon any untrue statement or alleged omission or alleged untrue statement or omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning such Member furnished in writing by such Member expressly for use therein; provided, however, that the total amount to be indemnified by each Member pursuant to this Section 10.10(b) shall be limited to such Members' *pro rata* portion of the net proceeds (after deducting the underwriters' discounts and commissions) received by such Member in the offering to which the Registration Statement or prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 10.10 (the "***Indemnified Party***") agrees to give prompt written notice to the indemnifying party (the "***Indemnifying Party***") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the

Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by such counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent. No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 10.10 from the Indemnifying Party is held by a court of competent jurisdiction to be unavailable to an Indemnified Party hereunder in respect of any Liabilities referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and Indemnified Party on the other in connection with the statements or omissions which resulted in such Liabilities, as well as other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 10.10(a), 10.10(b) and 10.10(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; provided, however, that the total amount to be contributed by any Member shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by the Member in the offering.

(e) Fraud. The parties hereto agree that it would not be just and equitable if contribution pursuant to Section 10.10(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

10.11 Initial Public Offering.

(a) In connection with an Initial Public Offering of the Company, all Members shall and shall cause their Affiliates to take all necessary or desirable actions in connection with the consummation of such transaction (i) to, as the Board of Managers may reasonably request, (x) convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), or (y) accomplish the foregoing by effecting a transaction that is treated as the contribution of the Registrable Securities of the Company into a newly formed "shell" corporation pursuant to Section 351 of the Code, with the result that each Member shall hold capital stock of such surviving corporation or business entity (in each case, the "***Successor Corporation***"), and (ii) to cause the Successor Corporation to assume all of the obligations of the Company under this Article X.

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in Section 10.11(a) in the most Tax efficient manner for the Members, including any Members that are treated as corporations for Federal Income Tax purposes. Upon the unanimous vote of the Board of Managers that such action is necessary to preserve the benefits of "tacking" under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Membership Interests of the Company shall automatically convert into shares of common stock of the Successor Corporation (the "***Stock***") immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine.

(d) In the event that the Company determines to permit sales of shares of Stock held by Members in connection with an Initial Public Offering, all Members shall have the right to include in such offering a pro rata number of such Member's Membership Interests.

10.12 Registration Rights Agreement. The Company and each Member acknowledges and agrees that in connection with and effective upon the consummation of an Initial Public Offering, the Company and each of the Members will enter into a registration rights agreement on substantially the terms and conditions set forth in this Article X.

ARTICLE XI
DISSOLUTION OF COMPANY;
LIQUIDATION AND DISTRIBUTION OF ASSETS

11.1 Events of Dissolution. This Section 11.1 sets forth the exclusive events which will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the limited liability company agreement otherwise provides shall not become operative. The Company shall be dissolved upon any of the following events (each, an "***Event of Dissolution***"):

(a) The Board of Managers shall elect to dissolve the Company; or

(b) A dissolution is required under Section 18-801(a)(4) of the Act or there is entered a decree of judicial dissolution under Section 18-802 of the Act.

11.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with the Act and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind and its determination shall be conclusive. The Board of Managers shall liquidate and wind up the affairs of the Company as follows:

(a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with IFRS as of the date of dissolution.

(b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers, whose determination shall be conclusive, not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); provided, however, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be conclusive) shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:

(i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, subject to the applicable provisions of Section 3.4, the remaining proceeds to the Members *pro rata* in accordance with the Membership Interests held by each Member.

(d) A certificate of cancellation, as required by the Act, shall be filed by the Board of Managers.

11.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any party from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

11.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are

insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XII
MISCELLANEOUS

12.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants.

12.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

12.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by electronic mail or personally delivered on a Business Day during normal business hours (or, if by electronic mail outside of normal business hours or not on a Business Day, on the next succeeding Business Day), (b) on the Business Day following the date of dispatch by overnight courier, or (c) on the third (3rd) Business Day following the date of mailing by registered or certified mail, return receipt requested, in each case, addressed to the Company or the Board of Managers at the address of the Principal Office of the Company set forth in Section 2.5, or to a Member at such Member's address shown on the Register of Members, or in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 12.3. No notices under Sections 9.3, 9.4, or 9.8 may be given by mail pursuant to clause (c) above.

12.4 Amendments; Termination. Except as otherwise expressly provided herein, this Agreement and the Certificate may not be modified, amended or restated, and provisions hereof may not be waived without the approval of the Board of Managers and approval of the Members pursuant to Section 6.14(a); provided, however, that (a) any amendment, modification or waiver (including an amendment, modification or waiver to clause (a) of this Section 12.4) that would adversely affect in any respect the rights or obligations of any Member without similarly and proportionally affecting the rights or obligations hereunder of all other Members (other than in *de minimis* respects and, for the avoidance of doubt, without giving effect to any Member's specific holdings of Membership Interests, tax or economic position or any other matters personal to a Member or any rights given to Members owning a certain level of Membership Interests and not to such affected Member specifically), shall not be effective as to such Member without such Member's prior written consent; (b) any amendment or modification (i) to the right of certain Members to appoint Managers or Observers pursuant to Section 5.3(a), (ii) to Sections 3.2, 3.4, 7.1, 7.2, 7.3, 7.5, 9.3 or clause (b) of this Section 12.4, or (iii) that would require ~~additional~~Additional Capital Contributions of the then existing Members or change the limited liability of the Members provided for herein and in the Act, shall, in each case of (i), (ii), and (iii), require the prior written consent of each Member adversely affected by such amendment or modification; (c) subject to compliance with Sections 6.14(a) and 9.8 and the foregoing clause (b) of this proviso, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board of Managers as contemplated by Section 4.2 without the consent of the Members; (d) no consent of any Member who holds only Incentive Interests shall be required to modify, amend or restate this Agreement; (e) the Company shall automatically amend (or cause to be amended) the Register of Members and Schedule 5.3(a) hereto pursuant to the terms of this Agreement without the consent of the Members; and (f) upon any modification, amendment or restatement of this Agreement (other than an amendment to the Register of Members), the Company shall distribute to each

of the Members a copy of such modification, amendment or restatement of this Agreement. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; provided, however, that any such writing may be by means of an electronic writing or electronic mail. This Agreement shall terminate automatically upon the consummation of an Initial Public Offering and the entry into a registration rights agreement pursuant to Section 10.12 on substantially the same terms as set forth in Article X by the Company and each Member.

12.5 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the Act or existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

12.6 Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

12.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

12.9 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Court of Chancery of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum and (ii) any and all right to trial by jury in any such suit, action or proceeding. Service of process, summons, notice or other document by registered mail to the address designated in Section 12.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any

right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

12.11 No Third Party Beneficiaries. Nothing contained in this Agreement (other than the provisions of Article VII ~~hereof~~and Section 10.10, of which the Protected Persons ~~and~~, Indemnitees and Indemnified Parties, respectively, are intended third party beneficiaries who shall be entitled to enforce such provisions as if parties hereto), express or implied, is intended to or shall confer upon anyone other than the parties (and their successors and permitted assigns) and the Company any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.12 Specific Performance. Each party hereto agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the other parties hereto would be irreparably harmed if any of the provisions of the Agreement are not performed in accordance with their specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, in addition to any other remedy to which a non-breaching party may be entitled at law, a non-breaching party shall be entitled to specific performance (including injunction or injunctions to prevent breaches) of the terms of this Agreement without the posting of any bond to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof. Each party further waives any defense that a remedy at law would be adequate in any action or proceeding for specific performance or injunctive relief hereunder.

12.13 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Membership Interest which is considered to be Company property, regardless of the manner in which title to such property may be held.

12.14 Investment Representation.

(a) Each Member, by execution of this Agreement, (i) represents that it has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement, (ii) represents that this Agreement has been duly and validly executed and delivered by such Member and, assuming due and valid execution and delivery hereof by the Company, does, or upon its execution by the Member will, constitute valid and legally binding obligations of such Member, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity, (iii) represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, (iv) represents to each other Member and to the Company that such Member is acquiring a Membership Interest in the Company for the purpose of investment for such Member's own account, with the intent of holding such Membership Interest for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (v) represents it is not relying (and will not at any time rely) upon any information, representation or warranty by the Company other than as set forth in this Agreement, (vi) acknowledges it has read and understands this Agreement and understands the terms and conditions herein, (vii) acknowledges that such Member must bear the economic risk of loss of such Member's capital contributions to the Company because this Agreement contains

restrictions on Transfer and because the Membership Interests in the Company have not been registered under applicable United States federal and state securities laws (it being understood that the Company shall be under no obligation so to register such Membership Interests in the Company) and cannot be Transferred unless registered under such securities laws or an exemption therefrom is available, and (viii) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of the inaccuracy of any representation contain in this Section 12.14.

12.15 Confidentiality.

(a) Except as and to the extent as may be required by applicable law (including COAM Laws), regulatory authorities or examinations, without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of, Confidential Information or any of the terms, conditions, or other aspects of this Agreement; provided, however, that a Member and its respective equity owners may disclose Confidential Information (i) to its Affiliates and its and their officers, directors, agents, employees and other representatives who are subject to obligations of confidentiality, (ii) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company and who agreed to abide by the confidentiality provisions contained herein, (iii) to its equity owners and investors, co-investors, managed accounts, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality, in each case in the ordinary course of business or in connection with customary marketing and reporting activities; provided, however, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (iii); provided further that for each of clauses (i), (ii) and (iii), the applicable Member shall be responsible for any breach of the applicable confidentiality obligations, and (iv) to a bona fide potential purchaser or seller of Membership Interests held by such Member if such bona fide potential purchaser or seller executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 12.15 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. Each Member shall use, and shall cause its officers, directors, agents, employees and other representatives to whom Confidential Information is disclosed to use, the Confidential Information only in connection with its investment in the Membership Interests of the Company and not for any other purpose (including to disadvantage the Company or any other Member). As used herein, "***Confidential Information***" means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company and its Subsidiaries (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure (i) was in the public domain or otherwise in the possession of the disclosing Person (from a source not known by the disclosing Person to be subject to confidentiality obligations with respect thereto), unless such information, knowledge, systems or data was placed into the public domain or became known to such disclosing Person in violation of any non-disclosure obligation, including this Section 12.15, or (ii) was or is independently developed by the disclosing Person or any of its representatives

without reference to the Confidential Information. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 12.15 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable law to disclose any Confidential Information (other than to a regulatory or self-regulatory authority), it must, to the extent permitted by applicable law, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Such Member shall cooperate, at the Company's sole cost and expense, with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable law when required to do so.

(c) Each Member shall indemnify the Company for any Damages incurred, suffered or sustained by the Company as a result of any breach by such Member of Section 12.14 or this Section 12.15 (including any breach by an Observer appointed by such Member, if any).

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

COMPANY:

[LB NEWHOLDCO], LLC

_____
Name:
Title:

MEMBERS:

Name of Institution: _____

Signature:_____
Name: _____
Title: _____

Address: [●]

Email Address: [●]

Exhibit A

Form of Joinder

JOINDER

The undersigned is executing and delivering this Joinder, dated as of [___], to that certain Amended and Restated Limited Liability Company Agreement of ~~[~~LB NewHoldCo~~]~~, LLC, a Delaware limited liability company (the "***Company***"), dated as of [●], 2023 (as amended, modified, restated or supplemented from time to time, the "***LLC Agreement***"), in connection with the transfer of ownership of Membership Interests (as defined in the LLC Agreement) held by [____] to the undersigned. Defined terms used but not otherwise defined herein shall have the respective meanings set forth in the LLC Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby (i) agrees to become a party to, to be bound by, and to comply with all of the provisions, obligations and responsibilities of the LLC Agreement on and after the date hereof in the same manner as if the undersigned were an original signatory to the LLC Agreement; (ii) agrees that the undersigned shall be a Member of the Company, as such term is defined in the LLC Agreement; (iii) represents and warrants to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof, and (2) the new Member is not a Competitor of the Company and will make such other representations as the Company shall deem necessary or appropriate; (iv) will provide the Company with all information and copies of all documents which the Board of Managers reasonably requests in connection with any COAM Approval or as otherwise required in order to comply with any applicable COAM Law; and (v) acknowledges that the Membership Interests are not registered under the Securities Act and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Additionally, the undersigned agrees and acknowledges that the address provided on the signature page hereto shall be included as part of the current Register of Members (as defined in the LLC Agreement) of the LLC Agreement as if originally provided therein.

[_____]

By: _____

Name: _____

Title: _____

Address:

E-mail:

Attention:

Exhibit B

Form of Notice of Transfer

Notice of Transfer
Re: Transfer of Membership Interests
in [LB NewHoldCo], LLC

Dated as of [_____]

To: [LB NewHoldCo], LLC
5820 Live Oak Parkway, #300
Norcross, Georgia 30093
Attn: [_____]

To whom it may concern:

Reference is hereby made to that certain Amended and Restated Limited Liability Company Agreement, dated as of [●], 2023 (as amended, modified, restated or supplemented from time to time, the "***LLC Agreement***"), of [LB NewHoldCo], LLC, a Delaware limited liability company (the "***Company***"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

The undersigned Member (the "***Transferor***") hereby certifies that effective five (5) Business Days following the Company's receipt of this Notice of Transfer (the "***Effective Date***"), the Transferor will transfer [●] Membership Interests to [●] (the "***Transferee***") for a price per Membership Interest of $[●].

The undersigned hereby certifies that (i) such transfer is permitted under Article IX of the LLC Agreement, (ii) neither the Transferee nor any of the Transferee's Affiliates is a Competitor of the Company, and (iii) for value received, effective as of the Effective Date, the undersigned Transferor hereby sells, assigns and transfers unto the Transferee [●] Membership Interests standing in such undersigned Transferor's name on the books of the Company and hereby irrevocably constitutes and appoints the Company as attorney-in-fact of the undersigned to transfer said Membership Interests on the books of the Company with full power of substitution.

[Signature Page Follows]

Very truly yours,

By _____
Name: _____
Title: _____

Schedule 5.3(a)

Manager	Appointment
~~[●]~~Vacant	CEO Manager
~~[●]~~Greg Woolard	Arbour Lane Manager
~~[●]~~Byron Boothe	Independent Manager
~~[●]~~Tripp Lane	Independent Manager
~~[●]~~Jaymin Patel	Independent Manager

Schedule 5.3(c)

Observer	Significant Member
[●]Thomas Lynch	[●]Arbour Lane
[●]Andrew Robbins	[●]Fortress
[●]James Roche	[●]Willow Tree
[●]Pratik Desai	[●]Bardin Hill
[●]	[●]

Summary report: **Litera Compare for Word 11.2.0.54 Document comparison done on 9/15/2023 1:32:58 PM**	
Style name: AW Pref	
Intelligent Table Comparison: Active	
Original filename: LB - NewCo AR LLC Agreement (Filing Version).docx	
Modified filename: LB - NewCo A&R LLC Agreement (Filing Version).docx	
Changes:	
Add	197
~~Delete~~	218
~~*Move From*~~	5
Move To	5
Table Insert	1
~~Table Delete~~	1
Table moves to	0
~~*Table moves from*~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	427

EXHIBIT B

Directors of LB NewHoldCo, LLC

Name	Biography and Affiliations
Byron Boothe	Mr. Boothe is an accomplished professional with over 24 years of experience in the gaming sector. Mr. Boothe is currently a consultant specializing in Government relations and strategy. He was previously CEO and a Board member of Intralot from 2020 to 2023 and, prior to holding the CEO position, Mr. Boothe was an interim CEO and a Board member from 2019 to 2020. Mr. Boothe started his tenure at Intralot where he served as VP of Government Relations in 2007. Mr. Boothe holds a B.A. in Finance from the University of Kentucky.
Nathan "Tripp" Lane	Mr. Lane is the founder and current partner at Delancey Cove LLC, an independent advisory firm focused on portfolio company monitoring, turnaround management, financial restructuring, deal sourcing, and transaction execution for private equity and special situations investors. Mr. Lane currently serves as the Chairman of LBI ehf. and is on the Boards of Card Factory Plc, Slater and Gordon UK, RetailNext, Quoizel, and Cell C. Mr. Lane previously held positions on the Boards of Intralot, Turvo, Vivarte, Cengage Learning, and New Look, and was an observer on the HEMA Board. Mr. Lane has over 20 years of experience in private equity, distressed debt, restructuring, and public equity. He has worked as an interim manager and non-executive director in industries ranging from software to basic metals and has extensive experience in Europe, Asia, Africa, and the Americas. From 2015 to 2017, Mr. Lane was co-head of the European distressed team at BlueMountain Capital. From 2006 to 2015, Mr. Lane worked at Apax Partners where he invested in the consumer, retail, and media industries and also worked closely with Apax's troubled investments as a member of Apax's Capital Markets team. Prior to working at Apax, Mr. Lane worked at Warburg Pincus and Goldman Sachs.

	Mr. Lane has an MBA from Wharton, an MA in International Relations from SAIS, and a BA from Colgate University.
Jaymin Patel	Mr. Patel is an experienced CEO and independent Board member of businesses ranging from $1.5 billion to over $10 billion in revenues. Mr. Patel currently serves on the board of Brown & Brown, SpartanNash and Bally's Corporation, and previously held board roles at Willis Towers Watson Group from 2013 to 2022 and Gtech (now IGT) from 2007 to 2015. Mr. Patel is also the Executive Chairman of Perennial Inc. and serves as a senior advisor to Sixth Street Partners, where he focuses on Gaming and Telco related opportunities. Previously, Mr. Patel was CEO and Director of Brightstar Corporation, a SoftBank Company (from March 2015 to August 2018). Mr. Patel has also held various positions at IGT PLC (formerly GTECH SpA, Lottomatica SpA and GTECH Holdings) from 1994 to 2015, including President, CEO, COO, Senior Vice President and CFO. Mr. Patel holds a B.A. in accountancy from Birmingham City University.
Greg Woolard	Greg Woolard is the owner and president of Baldinos USA, which has the trademark name, Baldinos Giant Jersey Subs. Greg graduated from the University of Georgia in 1988 with a degree in Agricultural Economics. He started working for Coastal Area Stores (doing business as Clyde's Market), the family convenience store business, in 1990 and became its CEO in 1998. During his tenure as CEO, his expansion efforts took the company from 24 locations to 42 locations in 2018 when his family sold their business. Greg currently sits on the Board of Directors at South Georgia Bank in Glennville, Ga., and has chaired and sat on numerous Boards, including The Georgia Association of Convenience Stores, Georgia Convenience Stores Advisory Board, Fellowship of Christian Athletes, The University of the South Parents Counsel, as well as Pinewood Christian Academy BOD.

EXHIBIT C-1

Revised OpCo Exit Facility Credit Agreement

CUSIP (First-Out Priority Exit Term Loans): 54951EAE5
CUSIP (Second-Out Priority Exit Term Loans): 54951EAF2

CREDIT AGREEMENT

by and among

LUCKY BUCKS, LLC,
as the Borrower,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent and Collateral Agent

and

THE LENDERS PARTY HERETO FROM TIME TO TIME

Dated as of [●], 2023

Table of Contents

Page

ARTICLE I

Definitions and Accounting Terms

Section 1.01 Defined Terms 1
Section 1.02 Other Interpretive Provisions 77
Section 1.03 Accounting Terms 78
Section 1.04 Rounding 78
Section 1.05 References to Agreements, Laws, Etc 78
Section 1.06 Times of Day 78
Section 1.07 Timing of Payment or Performance 79
Section 1.08 Currency Equivalents Generally 79
Section 1.09 Certain Calculations and Tests 79
Section 1.10 Rates 81
Section 1.11 Divisions 82

ARTICLE II

The Commitments and Credit Extensions

Section 2.01 The Loans 82
Section 2.02 Borrowings, Conversions and Continuations of Loans 83
Section 2.03 [Reserved] 84
Section 2.04 [Reserved] 84
Section 2.05 Prepayments 84
Section 2.06 Termination or Reduction of Commitments 88
Section 2.07 Repayment of Loans 88
Section 2.08 Interest 88
Section 2.09 Fees and Premiums 89
Section 2.10 Computation of Interest, Fees and Premiums 90
Section 2.11 Evidence of Indebtedness 90
Section 2.12 Payments Generally 90
Section 2.13 Sharing of Payments 92
Section 2.14 Incremental Credit Extensions 93
Section 2.15 [Reserved] 94
Section 2.16 Defaulting Lenders 94
Section 2.17 [Reserved] 95
Section 2.18 Refinancing Facilities 95

ARTICLE III

Taxes, Increased Costs Protection and Illegality

Section 3.01 Taxes 96
Section 3.02 Inability to Determine Rates 100
Section 3.03 Increased Cost and Reduced Return; Capital Adequacy; Reserves on SOFR Loans 100

Section 3.04 Funding Losses 102
Section 3.05 Matters Applicable to All Requests for Compensation 102
Section 3.06 Replacement of Lenders under Certain Circumstances 103
Section 3.07 Survival 104
Section 3.08 Benchmark Replacement Setting 104
Section 3.09 Tax Treatment and AHYDO Payment 104

ARTICLE IV

Conditions Precedent to Credit Extensions

Section 4.01 Closing Date Conditions 105
Section 4.02 Conditions to Subsequent Credit Extensions 108

ARTICLE V

Representations and Warranties

Section 5.01 Existence, Qualification and Power; Compliance with Laws 108
Section 5.02 Authorization; No Contravention 108
Section 5.03 Governmental Authorization; Other Consents 109
Section 5.04 Binding Effect 109
Section 5.05 No Material Adverse Effect 109
Section 5.06 Litigation 109
Section 5.07 Ownership of Property; Liens 109
Section 5.08 Environmental Compliance 110
Section 5.09 Taxes 110
Section 5.10 Compliance with ERISA 110
Section 5.11 Subsidiaries; Capital Stock 111
Section 5.12 Margin Regulations; Investment Company Act 111
Section 5.13 Disclosure 111
Section 5.14 Intellectual Property; Licenses, Etc 112
Section 5.15 Solvency 112
Section 5.16 Collateral Documents 112
Section 5.17 Use of Proceeds 112
Section 5.18 Sanctions and Anti-Corruption Laws 112
Section 5.19 Labor Matters 113
Section 5.20 Gaming Matters 113
Section 5.21 No Default 113
Section 5.22 Real Property 113

ARTICLE VI

Affirmative Covenants

Section 6.01 Financial Statements 114
Section 6.02 Certificates; Other Information 115
Section 6.03 Notices 116
Section 6.04 Maintenance of Existence 117
Section 6.05 Maintenance of Properties 117
Section 6.06 Maintenance of Insurance 117

Section 6.07 Compliance with Laws 118
Section 6.08 Books and Records 118
Section 6.09 Inspection Rights 118
Section 6.10 Covenant to Guarantee Secured Obligations and Give Security 118
Section 6.11 Use of Proceeds 119
Section 6.12 Further Assurances and Post-Closing Covenants 119
Section 6.13 [Reserved] 120
Section 6.14 Payment of Taxes 120
Section 6.15 Lender Calls 120
Section 6.16 Maintenance of Ratings 120
Section 6.17 Anti-Terrorism; Sanctions; Anti-Corruption 120
Section 6.18 Changes in Fiscal Year 120
Section 6.19 Nature of Business 120
Section 6.20 Deposit Accounts and Securities Accounts 120

ARTICLE VII

Negative Covenants

Section 7.01 Liens 121
Section 7.02 [Reserved] 121
Section 7.03 Indebtedness 121
Section 7.04 Merger and Consolidation 125
Section 7.05 Limitation on Sales of Assets and Subsidiary Stock 127
Section 7.06 Restricted Payments & Modification of Subordinated Indebtedness Documents 128
Section 7.07 Holding Company Status 132
Section 7.08 Limitation on Restrictions on Distributions from Subsidiaries and Negative Pledges 132
Section 7.09 Financial Covenant 135
Section 7.10 Affiliate Transactions 135
Section 7.11 Amendments of Material Documents 138

ARTICLE VIII

Events of Default and Remedies

Section 8.01 Events of Default 138
Section 8.02 Remedies Upon Event of Default 141
Section 8.03 [Reserved] 141
Section 8.04 Application of Funds 141
Section 8.05 Permitted Holders' Right to Cure 142
Section 8.06 Gaming Requirements 143
Section 8.07 Restrictions Under Gaming Laws 143

ARTICLE IX

Administrative Agent and Other Agents

Section 9.01 Appointment and Authorization of Agents 144
Section 9.02 Delegation of Duties 145
Section 9.03 Liability of Agents 145

Section 9.04 Reliance by Agents 146
Section 9.05 Notice of Default 146
Section 9.06 Credit Decision; Disclosure of Information by Agents 146
Section 9.07 Indemnification of Agents 147
Section 9.08 Agents in their Individual Capacities 147
Section 9.09 Successor Agents 148
Section 9.10 Administrative Agent May File Proofs of Claim 148
Section 9.11 Collateral and Guaranty Matters 149
Section 9.12 Other Agents and Managers 150
Section 9.13 Appointment of Supplemental Administrative Agents 150
Section 9.14 Withholding Tax 151
Section 9.15 [Reserved] 151
Section 9.16 Certain ERISA Matters 151
Section 9.17 Erroneous Payments 152

ARTICLE X

Miscellaneous

Section 10.01 Amendments, Etc 154
Section 10.02 Notices and Other Communications; Facsimile Copies 156
Section 10.03 No Waiver; Cumulative Remedies 158
Section 10.04 Attorney Costs and Expenses 158
Section 10.05 Indemnification by the Borrower 159
Section 10.06 Payments Set Aside 160
Section 10.07 Successors and Assigns 161
Section 10.08 Confidentiality 165
Section 10.09 Setoff 166
Section 10.10 Counterparts 166
Section 10.11 Integration 166
Section 10.12 Survival of Representations and Warranties 167
Section 10.13 Severability 167
Section 10.14 GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS 167
Section 10.15 WAIVER OF RIGHT TO TRIAL BY JURY 168
Section 10.16 Binding Effect 168
Section 10.17 Judgment Currency 168
Section 10.18 Lender Action 169
Section 10.19 USA PATRIOT Act 169
Section 10.20 Obligations Absolute 169
Section 10.21 No Advisory or Fiduciary Responsibility 170
Section 10.22 Acknowledgment and Consent to Bail-In of Affected Financial Institutions 170
Section 10.23 [Reserved] 170
Section 10.24 Acknowledgment of Intercreditor Agreements 170
Section 10.25 Gaming Matters 171

SCHEDULES

Schedule 1.01A — Loan Documents
Schedule 1.01B — Existing Investments
Schedule 1.01C — Existing Liens
Schedule 2.01(a) — First-Out Priority Exit Term Commitments
Schedule 2.01(b) — Second-Out Priority Exit Term Commitments
Schedule 5.06 — Litigation
Schedule 5.11 — Subsidiaries
Schedule 5.22 — Material Real Property
Schedule 6.12 — Post-Closing Covenants
Schedule 7.03 — Existing Indebtedness
Schedule 7.05(a) — Asset Dispositions
Schedule 7.07 — Holdings Investments
Schedule 7.10 — Affiliate Transactions
Schedule 10.02 — Administrative Agent's Office, Certain Addresses for Notices

EXHIBITS

form of

Exhibit A — Committed Loan Notice
Exhibit B — [Reserved]
Exhibit C-1 — First-Out Priority Exit Term Loan Note
Exhibit C-2 — Second-Out Priority Exit Term Loan Note
Exhibit D-1 — Closing Date Certificate
Exhibit D-2 — Compliance Certificate
Exhibit E — Assignment and Assumption
Exhibit F — Guaranty
Exhibit G — Security Agreement
Exhibit H — [Reserved]
Exhibit I — [Reserved]
Exhibit J — [Reserved]
Exhibit K — [Reserved]
Exhibit L — United States Tax Compliance Certificates
Exhibit M — Junior Lien Intercreditor Agreement
Exhibit N — Solvency Certificate
Exhibit O — [Reserved]
Exhibit P — Global Intercompany Note and Subordination Agreement
Exhibit Q — Perfection Certificate
Exhibit R — Key Performance Indicator Report

CREDIT AGREEMENT

This **CREDIT AGREEMENT** is entered into as of [●], 2023 (the "Agreement"), by and among **LUCKY BUCKS, LLC**, a Georgia limited liability company (the "Borrower"), **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Administrative Agent and Collateral Agent, and each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender").

PRELIMINARY STATEMENTS

WHEREAS, on June 8, 2023 (the "Petition Date"), the Borrower and Lucky Bucks HoldCo, LLC, a Delaware limited liability company (collectively, the "Debtors" and each individually, a "Debtor"), commenced a case under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

WHEREAS, from and after the Petition Date, each of the Debtors has continued to operate its business and manage its property as a debtor and a debtor in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, the Debtors are parties to that certain Senior Secured Superpriority Debtor in Possession Credit, Security and Guaranty Agreement, dated as of July 28, 2023 and effective as of June 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing DIP Credit Agreement"), by and among the Debtors, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, and the lenders from time to time party thereto.

WHEREAS, in connection with the Chapter 11 Cases, the Borrower has requested that the Lenders provide a term loan facility on the Closing Date in an aggregate principal amount of $104,500,000, consisting of (i) $34,757,074.16 of First-Out Priority Exit Term Loans and (ii) $69,742,925.84 of Second-Out Priority Exit Term Loans.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions and Accounting Terms

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Accounting Changes" has the meaning specified in the definition of "IFRS".

"Acquired Indebtedness" means with respect to any Person (x) Indebtedness (1) of any other Person or any of its Subsidiaries existing at the time such other Person becomes a Subsidiary, or (2) assumed in connection with the acquisition of assets from such other Person, in each case whether or not Incurred by such other Person in connection with such other Person becoming a Subsidiary of the Borrower or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates or otherwise combines with the Borrower or any Subsidiary and (y) Indebtedness secured by a Lien encumbering any asset acquired by such Person. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (x)(1) of the preceding sentence, on the date such Person becomes a Subsidiary and, with respect to clause (x)(2) of the preceding sentence, on the date of consummation of

such acquisition of assets and, with respect to clause (x)(3) of the preceding sentence, on the date of the relevant merger, amalgamation, consolidation or other combination.

"Additional Assets" means:

(1) any property or assets (other than Capital Stock) used or to be used by the Borrower, a Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Subsidiary as a result of the acquisition of such Capital Stock by the Borrower or a Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Subsidiary.

"Additional Lender" has the meaning specified in Section 2.14(e).

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation *plus* (b) the Term SOFR Adjustment; *provided* that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Administrative Agent" means, subject to Section 9.13, WSFS and any of its Affiliates selected by WSFS to act as administrative agent for any of the facilities provided hereunder, in its capacity as administrative agent under the Loan Documents, or any successor administrative agent appointed in accordance with Section 9.09.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, 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 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 specified Person, any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this Agreement, "control" or "controls", when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; provided that for purposes of this Agreement, with respect to Holdings and its Subsidiaries, "Affiliate" shall not include any portfolio company of any Person (including any Holdings Member); provided, further, that limited partners, non-managing members or other similar direct or indirect investors in a Holdings Member (in their capacities as such) shall not be deemed to be Affiliates of such Holdings Member.

"Affiliate Transaction" has the meaning specified in Section 7.10(a).

"Agent-Related Persons" means the Agents, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Agents" means, collectively, the Administrative Agent, the Collateral Agent, and the Supplemental Administrative Agents (if any).

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

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning specified in Section 10.16.

"AHYDO Payment" means any mandatory prepayment or redemption pursuant to the terms of any Indebtedness that is intended or designed to cause such Indebtedness not to be treated as an "applicable high yield discount obligation" within the meaning of Section 163(i) of the Code.

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and any other laws, rules or regulations relating to the prohibition of bribery or corruption issued, administered or enforced by any Governmental Authority having jurisdiction over Holdings, the Borrower or any of the Subsidiaries.

"Anti-Terrorism Laws" means all applicable laws and regulations or ordinances relating to terrorism or money laundering in any jurisdiction in which Holdings, the Borrower or any of the Subsidiaries is located or is doing business, including Executive Order No. 13224, the USA PATRIOT Act, the Bank Secrecy Act of 1970, and the Money Laundering Control Act of 1986 (i.e., 18 USC. §§ 1956 and 1957).

"Applicable Lending Office" means for any Lender, such Lender's office, branch or affiliate designated for SOFR Loans, as notified to the Administrative Agent, any of which offices may be changed by such Lender.

"Applicable Percentage" means, at any time (a) with respect to any Lender with a Commitment of any Class, the percentage equal to a fraction the numerator of which is the amount of such Lender's Commitment of such Class at such time and the denominator of which is the aggregate amount of all Commitments of such Class of all Lenders and (b) with respect to the Loans of any Class, a percentage equal to a fraction the numerator of which is such Lender's Outstanding Amount of the Loans of such Class and the denominator of which is the aggregate Outstanding Amount of all Loans of such Class.

"Applicable Proceeds" has the meaning specified in Section 2.05(b)(ii)(A).

"Applicable Rate" means a percentage per annum equal to:

(a) for SOFR Loans that are First-Out Priority Exit Term Loans, 7.50% and

(b) for SOFR Loans that are Second-Out Priority Exit Term Loans, 7.50%.

Notwithstanding the foregoing, the Applicable Rate in respect of any Incremental Term Loans shall be the applicable percentages per annum set forth in the relevant Incremental Facility Amendment.

"Appropriate Lender" means, at any time, with respect to the Loans of any Class, the Lenders of such Class.

"Approved Fund" means, with respect to any Lender, any Fund that is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

"Asset Disposition" means:

(a) the voluntary sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Borrower or any of its Subsidiaries (each referred to in this definition as a "disposition"); or

(b) the issuance or sale of Capital Stock of any Subsidiary (other than Preferred Stock or Disqualified Stock of Subsidiaries issued in compliance with Section 7.03 hereof or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by any Loan Party to another Loan Party;

(2) a disposition of cash, Cash Equivalents or Investment Grade Securities, including any marketable securities portfolio owned by the Borrower and its Subsidiaries on the Closing Date; *provided* that, for the avoidance of doubt, such dispositions shall be set forth on Schedule 7.05(a) to the extent required under Section 7.05(a);

(3) a disposition of inventory, goods or other assets (including Settlement Assets) in the ordinary course of business or consistent with past practice or held for sale or no longer used in the ordinary course of business, including any disposition of disposed, abandoned or discontinued operations;

(4) a disposition of obsolete, worn-out, uneconomical, negligible, immaterial, damaged, non-core or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical or commercially desirable to maintain or used or useful in the business of the Borrower and the Subsidiaries whether now or hereafter owned or leased or acquired in connection with an acquisition or used or useful in the conduct of the business of the Borrower and the Subsidiaries (including by conveying, selling, assigning, transferring, licensing or sublicensing, ceasing to enforce, allowing the lapse, abandonment or invalidation of or discontinuing the use, prosecution or maintenance of, putting into the public domain or other disposition of any IP Rights that are, in the reasonable judgment of the Borrower or the Subsidiaries, no longer used or useful, or economically practicable to maintain, or in respect of which the Borrower or any Subsidiary determines in its reasonable judgment that such action or inaction is desirable);

(5) transactions permitted under Section 7.04(a) hereof;

(6) an issuance of Capital Stock by a Subsidiary to the Borrower or to another Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors;

(7) any dispositions of properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Borrower) in an aggregate amount not to exceed $1,000,000 in any fiscal year;

(8) any Restricted Payment that is permitted to be made, and is made, under Section 7.06 and the making of any Permitted Payment or Permitted Investment;

(9) dispositions in connection with Permitted Liens and Permitted Intercompany Activities;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) conveyances, sales, assignments, transfers, licenses, sublicenses, cross-licenses or other dispositions of any IP Rights or other general intangibles and licenses, sublicenses, cross-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practice;

(12) the lease, assignment, license, sublease or sublicense of any real or personal property in the ordinary course of business or consistent with industry practice;

(13) foreclosure, condemnation, expropriation, forced disposition or any similar action with respect to any property or other assets or the granting of Liens not prohibited by this Agreement;

(14) the sale, discount or other disposition (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of inventory, accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(15) [reserved];

(16) any disposition of Capital Stock of a Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Borrower or a Subsidiary) from whom such Subsidiary was acquired, or from whom such Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(17) (i) dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased, or other assets of comparable or greater value or usefulness to the business (as determined by the Borrower), (ii) dispositions of property to the extent that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased) and (iii) to the extent allowable under Section 1031 of the Code or comparable law or regulation, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(18) the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(19) any financing transaction with respect to property constructed, acquired, leased, renewed, relocated, expanded, replaced, repaired, maintained, upgraded or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Borrower or any Subsidiary after the Closing Date, including Sale and Leaseback Transactions and asset securitizations, in each case as permitted by this Agreement;

(20) sales, transfers or other dispositions of Investments in joint ventures or similar entities, to the extent required by, or made pursuant to customary buy/sell arrangements between the parties set forth in the joint venture arrangements or other similar binding arrangements;

(21) any surrender or waiver of contractual rights or the settlement, release, surrender or waiver of contractual, tort, litigation or other claims of any kind;

(22) the unwinding of any Cash Management Obligations or Hedging Obligations in the ordinary course of business;

(23) transfers of property or assets subject to Casualty Events upon receipt of the net proceeds of such Casualty Event; *provided* that any Cash Equivalents received by the Borrower or any of the Subsidiaries in respect of such Casualty Event shall be deemed to be Net Available Cash of an Asset Disposition and such Net Available Cash shall be applied in accordance with Section 2.05(b)(ii);

(24) any sale of property or assets, if the acquisition of such property or assets was financed with Excluded Contributions and the proceeds of such sale are used to make a Restricted Payment pursuant to Section 7.06(b)(xii)(b) hereof;

(25) dispositions of (i) assets (including Capital Stock) acquired in a transaction after the Closing Date, which assets are not useful in the core or principal business of the Borrower and the Subsidiaries or (ii) assets (including Capital Stock) made in connection with the approval of any applicable antitrust authority or otherwise necessary or advisable in the reasonable determination of the Borrower to consummate any acquisition; *provided* that, in each case, such disposition shall have been consummated within 365 days of such acquisition;

(26) any disposition in connection with the Transactions;

(27) any disposition of non-revenue producing assets to a Person who is providing services related to such assets in the ordinary course of business, the provision of which have been or are to be outsourced by the Borrower or any Subsidiary to such Person;

(28) any Sale and Leaseback Transactions not prohibited under Section 7.03 hereof; and

(29) dispositions of non-core assets or lines of business acquired in connection with a Permitted Acquisition or other Permitted Investment or disposition required to

obtain anti-trust approval made to obtain the approval of an anti-trust authority of a Permitted Acquisition or other Permitted Investment to the extent applicable, and any other disposition to comply with any order of an agency, authority or other regulatory body or any applicable law or regulation.

"Assignees" has the meaning specified in Section 10.07(b).

"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit E.

"Attorney Costs" means and includes all reasonable and documented fees, expenses and disbursements of any law firm or other external legal counsel.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date.

"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, regulation, rule or requirement 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 State Code, as amended, or any similar federal or state law for the relief of debtors.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Event" means, with respect to any Person, such Person or its parent entity becomes (other than via an Undisclosed Administration) the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; *provided* that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; *provided*, *further*, that such ownership interest does not result in or provide such Person 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 Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person or its parent entity.

"Base Rate" means an interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of: (a) the Prime Rate in effect on such day; (b) ½ of 1.00% per annum above the Federal Funds Rate in effect on such day; and (c) Adjusted Term SOFR for Dollar deposits for a one (1) month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day), plus 1.00%. Any change in the Base Rate for Dollar-denominated Loans due to a change in the Prime Rate, the Federal Funds Rate or the Adjusted Term SOFR shall be effective from and including the Closing Date of such change in the Prime Rate, the Federal Funds Rate or Adjusted Term SOFR, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until an amendment to the applicable rate of interest has become effective in accordance with the terms of this Agreement), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 2.00%, such rate shall be deemed to be 2.00% for purposes of this Agreement.

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

"Benchmark" means, initially, the Term SOFR Reference Rate; *provided* that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.08(a).

"Benchmark Replacement" means with respect to any Benchmark Transition Event, the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an 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 (at the direction of the Required Lenders) and the Borrower giving due consideration to (a) 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 or (b) 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 Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark: (a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) 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 (b) in the case of clause (c) 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 or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; *provided* that such non-representativeness, non-compliance or non-alignment 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, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) 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 the occurrence of one or more of the following events with respect to the then-current Benchmark: (a) 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); (b) 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 Federal Reserve Bank of New York, 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), 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 (c) 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) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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 Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced

the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.08 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.08.

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

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

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"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.

"Board of Directors" means (1) with respect to any corporation, the board of directors or managers, as applicable, of the corporation or any duly authorized committee thereof; (2) with respect to any partnership, the board of directors or other governing body of the general partner, as applicable, of the partnership or any duly authorized committee thereof; (3) with respect to a limited liability company, the board of managers, the manager or the managing member or members, as applicable, or any duly authorized controlling committee thereof; and (4) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors or managers on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval). Unless the context requires otherwise, Board of Directors means the Board of Directors of the Borrower.

"Borrower" has the meaning specified in the introductory paragraph to this Agreement.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means Loans of the same Class and Type made, converted or continued on the same date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

"Business Day" means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City.

"Business Successor" means (i) any former Subsidiary of Borrower and (ii) any Person that, after the Closing Date, has acquired, merged or consolidated with a Subsidiary of Borrower (that results in such Subsidiary ceasing to be a Subsidiary of Borrower), or acquired (in one transaction or a series of transactions) all or substantially all of the property and assets or business of a Subsidiary or assets constituting a business unit, line of business or division of a Subsidiary of Borrower.

"can pay their Stated Liabilities and Identified Contingent Liabilities as they mature" has the meaning specified in the definitions of "Solvent" and "Solvency".

"Capital Stock" of any Person means any and all shares of, rights to purchase or acquire, warrants, options or depositary receipts for, or other equivalents of, or partnership or other interests in (however designated), equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into, or exchangeable for, such equity.

"Capitalized Lease Obligation" means an obligation that is required to be classified and accounted for as a capitalized lease (and, for the avoidance of doubt, not a straight-line or operating lease) for financial reporting purposes in accordance with IFRS. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined in accordance with IFRS, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"Capitalized Software Expenditures" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person and its Subsidiaries during such period in respect of licensed or purchased software or internally developed software and software enhancements that, in conformity with IFRS, are or are required to be reflected as capitalized costs on the consolidated balance sheet of a Person and its Subsidiaries.

"Cash Equivalents" means any of the following types of Investments, to the extent owned by Borrower or any Subsidiary:

(1) U.S. Dollars or any other foreign currency held by Borrower and its Subsidiaries from time to time in the ordinary course of business or consistent with past practice;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (*provided* that the full faith and credit obligation of the United States is pledged in support thereof), with maturities of thirty-six (36) months or less from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits, demand deposits or bankers' acceptances having maturities of not more than two years from the date of acquisition thereof issued by any lender or by any bank, trust company or any other financial institution (a) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or, if at the time, neither S&P nor Moody's is rating such obligations, then a comparable rating from another Nationally Recognized Statistical Rating Organization selected by the Borrower) or (b) having combined capital and surplus in excess of $100,000,000;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3), (7) and (8) entered into with any bank meeting the qualifications specified in clause (3) above;

(5) securities with maturities of two years or less from the date of acquisition backed by standby letters of credit issued by any Person meeting the qualifications in clause (3) above;

(6) commercial paper and variable or fixed rate notes issued by any Person meeting the qualifications specified in clause (3) above (or by the parent company thereof)

maturing within two years after the date of creation thereof, or if no rating is available in respect of the commercial paper or variable or fixed rate notes, the issuer of which has an equivalent rating in respect of its long-term debt;

(7) marketable short-term money market and similar securities, having a rating of at least "P-2" or "A-2" from either S&P or Moody's, respectively, (or, if at the time, neither S&P nor Moody's is rating such obligations, then a comparable rating from another Nationally Recognized Statistical Rating Organization selected by the Borrower);

(8) readily marketable direct obligations issued by any state, province, commonwealth or territory of the United States of America or any political subdivision, taxing authority or any agency or instrumentality thereof, rated BBB- (or the equivalent) or better by S&P or Baa3 (or the equivalent) or better by Moody's(or, if at the time, neither S&P nor Moody's is rating such obligations, then a comparable rating from another Nationally Recognized Statistical Rating Organization selected by the Borrower) with maturities of not more than two years from the date of acquisition;

(9) readily marketable direct obligations issued by any foreign government or any political subdivision, taxing authority or agency or instrumentality thereof, with a rating of "BBB-" or higher from S&P or "Baa3" or higher by Moody's or the equivalent of such rating by such rating organization (or, if at the time, neither S&P nor Moody's is rating such obligations, then a comparable rating from another Nationally Recognized Statistical Rating Organization selected by the Borrower) with maturities of not more than two years from the date of acquisition;

(10) Investments with average maturities of twenty-four (24) months or less from the date of acquisition in money market funds with a rating of "A" or higher from S&P or "A-2" or higher by Moody's or the equivalent of such rating by such rating organization (or, if at the time, neither S&P nor Moody's is rating such obligations, then a comparable rating from another Nationally Recognized Statistical Rating Organization selected by the Borrower);

(11) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers' acceptance of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(12) Indebtedness or Preferred Stock issued by Persons with a rating of "BBB-" or higher from S&P or "Baa3" or higher from Moody's (or, if at the time, neither S&P nor Moody's is rating such obligations, then a comparable rating from another Nationally

Recognized Statistical Rating Organization selected by the Borrower) with maturities of twenty-four (24) months or less from the date of acquisition;

(13) bills of exchange issued in the United States of America, Canada, the United Kingdom, Japan or a member state of the European Union eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(14) investments in industrial development revenue bonds that (i) "re-set" interest rates not less frequently than quarterly, (ii) are entitled to the benefit of a remarketing arrangement with an established broker dealer and (iii) are supported by a direct pay letter of credit covering principal and accrued interest that is issued by any bank meeting the qualifications specified in clause (3) above;

(15) Cash Equivalents or instruments similar to those referred to in the clauses above denominated in U.S. Dollars;

(16) any investment company, money market, enhanced high yield, pooled or other investment fund investing 90.0% or more of its assets in instruments of the types specified in the clauses above;

(17) for purposes of clause (2) of the definition of "Asset Disposition," any marketable securities portfolio owned by Borrower and its Subsidiaries on the Closing Date; and

(18) credit card receivables and debit card receivables in the ordinary course of business or consistent with past practice, so long as such are considered cash equivalents under IFRS and are so reflected on the Borrower's balance sheet.

In the case of Investments by any Foreign Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (a) investments of the type and maturity described in the clauses above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (b) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in the clauses above and in this paragraph.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above; *provided* that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within 10 Business Days following the receipt of such amounts. For the avoidance of doubt, any items identified as Cash Equivalents under this definition (other than clause (17) above) will be deemed to be Cash Equivalents for all purposes under this Agreement regardless of the treatment of such items under IFRS.

"Cash Management Obligations" means obligations in respect of any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements, electronic fund transfer, treasury services and cash management services, including controlled disbursement services, working capital lines, lines of credit, overdraft facilities, foreign exchange facilities, deposit and other accounts and merchant services, or other cash management arrangements or any automated clearing house arrangements, (2) other obligations in respect of netting or setting off arrangements, credit, debit or purchase card programs, stored value card and similar arrangements and (3) obligations in respect of any other services related, ancillary or complementary to the foregoing (including any overdraft and related liabilities arising from treasury,

depository, cash pooling arrangements and cash management services, corporate credit and purchasing cards and related programs or any automated clearing house transfers of funds).

"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, assets or real property (including any improvements thereon) to replace or repair such equipment, assets or real property.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the occurrence, after the date of this Agreement, 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, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (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 or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means:

(1) at any time prior to the consummation of an IPO, the Permitted Holders shall cease to control and own, directly or indirectly, of record and beneficially (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act or any successor provisions) more than 50.0% of the voting interests (for the election of directors) in the outstanding voting securities having ordinary voting power for the election of directors of the Borrower;

(2) at any time following the consummation of an IPO, the Borrower becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Closing Date), other than one or more Permitted Holders or a Parent Entity, that is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date) of more than 50.0% of the total voting power of the Voting Stock of the Borrower; *provided* that (x) so long as the Borrower is a Subsidiary of any Parent Entity (and such Parent Entity shall have provided "know your customer" information reasonably requested by the Administrative Agent and the Lenders and such Parent Entity is not a Sanctioned Person), no Person shall be deemed to be or become a beneficial owner of more than 50.0% of the total voting power of the Voting Stock of the Borrower unless such Person shall be or become a beneficial owner of more than 50.0% of the total voting power of the Voting Stock of such Parent Entity (other than a Parent Entity that is a Subsidiary of another Parent Entity) and (y) any Voting Stock of which any Permitted Holder is the beneficial owner shall not in any case be included in any Voting Stock of which any such Person is the beneficial owner;

(3) Holdings shall fail to beneficially own, directly, 100% of the issued and outstanding Capital Stock of the Borrower; or

(4) the sale, lease or transfer, in one or a series of transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries on a consolidated basis.

Notwithstanding the foregoing, a Change in Control shall be deemed not to have occurred pursuant to clauses (1) or (2) above at any time if the Permitted Holders have, at such time, directly or indirectly, the right or the ability, by voting power, contract or otherwise, to elect or designate for election at least a majority of the board of directors of the Borrower.

Notwithstanding the preceding or any provision of Section 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Borrower owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred, (iii) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's parent entity (or related contractual rights) unless it owns 50.0% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent entity having a majority of the aggregate votes on the board of directors (or similar body) of such parent entity and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a beneficial owner.

"Chapter 11 Cases" means the chapter 11 case of the Debtors administered under chapter 11 of the Bankruptcy Code.

"Charges" has the meaning provided in the definition of "Consolidated EBITDA".

"Class" (a) when used with respect to Lenders, refers to whether such Lenders hold a particular Class of Commitments or Loans, (b) when used with respect to Commitments, refers to whether such Commitments are First-Out Priority Exit Term Commitments, Second-Out Priority Exit Term Commitments or commitments in respect of any Incremental Term Loans that are designated as an additional Class of Term Loans and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are First-Out Priority Exit Term Loans, Second-Out Priority Exit Term Loans, Incremental Term Loans that are designated as an additional Class of Term Loans and any Loans made pursuant to any other Class of Commitments.

"Closing Date" means the date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Closing Date Certificate" means a certificate of a Responsible Officer of the Borrower substantially in the form attached as Exhibit D-1 hereto.

"COAM" means a "bona fide coin operated amusement machine" as defined in O.C.G.A. Title 50, Chapter 27, Article 3.

"COAM Location" means each location at which any coin operated amusement machine, video gaming terminal or similar distributed gaming machine, including any bona fide coin operated amusement "Class B machine" as defined in O.C.G.A. Title 50, Chapter 27, Article 3, is located.

"COAM Operating Contracts" means, collectively, those certain exclusive agreements for the placement of coin operated amusement machines, video gaming terminals or similar distributed gaming machines entered into from time to time by and between the Borrower (or any of its Subsidiaries) and the owner of (i) a COAM Location or (ii) a potential COAM Location, or otherwise assigned to or acquired by the Borrower (or any of its Subsidiaries), which set forth the terms of use for the operation of coin operated amusement machines, video gaming terminals or similar distributed gaming machines described therein.

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

"Collateral" means all the "Collateral" as defined in the Collateral Documents and all other property of whatever kind and nature pledged or charged as collateral under any Collateral Document, and shall include the Mortgaged Properties.

"Collateral Agent" means WSFS, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent appointed in accordance with Section 9.09.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Collateral Agent shall have received each Collateral Document required to be delivered (i) on the Closing Date pursuant to Section 4.01(a)(iii) or (ii) thereafter pursuant to Section 6.10, Section 6.12 or the Collateral Documents, in each case, duly executed by each Loan Party that is a party thereto;

(b) all Secured Obligations shall have been unconditionally Guaranteed, jointly and severally, by (i) Holdings, (ii) the Borrower (except as to its own primary Obligations) and (iii) each Subsidiary of the Borrower (other than any Excluded Subsidiary), including as of the Closing Date those that are listed on Schedule 5.11 and indicated as a "Subsidiary Guarantor" (the Persons identified in clauses (i) through (iii), the "Guarantors");

(c) the Secured Obligations and the Guarantees shall have been secured pursuant to, the Security Agreement or other applicable Collateral Documents by a valid and perfected security interest subject to no other Liens (other than Permitted Liens) in all Capital Stock (other than Excluded Equity) held directly by Holdings, the Borrower or any Guarantor, in each case, subject to no Liens other than Permitted Liens;

(d) except to the extent otherwise provided hereunder or under any Collateral Document, the Secured Obligations and the Guarantees shall have been secured by a perfected security interest (other than in the case of mortgages, to the extent such security interest may be perfected by delivering certificated securities and instruments, filing personal property financing statements or other similar documentation, or in the case of IP Rights, to the extent such security interest may be perfected by making any necessary filings with the United States Patent and Trademark Office or United States Copyright Office, as applicable) in, and mortgages on, substantially all tangible and intangible assets of Holdings, the Borrower and each other Guarantor (including, without limitation, accounts receivable, inventory, equipment, investment property, chattel paper and documents, intellectual property, intercompany receivables, instruments, letter of credit rights, commercial tort claims, other general intangibles (including contract rights) and proceeds of the foregoing, but excluding real property (other than with respect to Material Real Property), Excluded Property and IP Rights subsisting outside the United States), in each case, with the priority required by the Collateral Documents; *provided* that security interests in real property shall be limited to the Mortgaged Properties;

(e) in the event any Guarantor is added that is organized in a Covered Jurisdiction other than the United States, such Loan Party shall grant a perfected lien on substantially all of its assets (other than (i) Excluded Property and (ii) IP Rights subsisting outside of the United States) pursuant to arrangements reasonably agreed between the Administrative Agent and the Borrower subject to customary limitations in such Covered Jurisdiction to be reasonably agreed to between the Administrative Agent and the Borrower;

(f) the Collateral Agent shall have received (i) counterparts of a Mortgage with respect to each Material Real Property required to be delivered pursuant to Section 4.01(a)(iii) (if applicable), Section 6.10, and/or Section 6.12, as applicable, duly executed and delivered by the record owner of such property, (ii) a title insurance policy for such Mortgaged Property (or marked-up title insurance commitment having the effect of a title insurance policy) (the "Mortgage Policies"), in an amount reasonably acceptable to the Collateral Agent, insuring the Lien of each such Mortgage as a valid first priority Lien on the property described therein, free of any other Liens except Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Collateral Agent may reasonably request and to the extent available in each applicable jurisdiction, (iii) a Survey with respect to each Mortgaged Property; *provided*, *however*, that a Survey shall not be required to the extent that (A) an existing survey together with an "affidavit of no change" satisfactory to the Title Company is delivered to the Collateral Agent and the Title Company and (B) the Title Company removes the standard survey exception and provides reasonable and customary survey-related endorsements and other coverages in the applicable Mortgage Policy, (iv) a completed "Life-of-Loan" Federal Emergency Management Agency standard flood hazard determination with respect to each Mortgaged Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Loan Party relating thereto), (v) a copy of, or a certificate as to coverage under, and a declaration page relating to, any flood insurance policies required by Section 6.06 hereof, each of which (A) shall be endorsed or otherwise amended to name the Collateral Agent as mortgagee and loss payee, (B) shall (1) identify the addresses of each property located in a special flood hazard area, (2) indicate the applicable flood zone designation, the flood insurance coverage and the deductible relating thereto and (3) provide that the insurer will give the Collateral Agent thirty (30) days written notice of cancellation, non-renewal or change in coverage and (4) shall be otherwise in form and substance reasonably satisfactory to the Collateral Agent, (vi) if reasonably requested by the Collateral Agent, a legal opinion regarding due authorization, execution and enforceability of such Mortgage from counsel to the Borrower in form and substance reasonably acceptable to the Collateral Agent, and (vii) such existing abstracts, existing appraisals, and other documents as the Collateral Agent may reasonably request with respect to any such Mortgaged Property; and

(g) the Collateral Agent shall have received a Control Agreement with respect to each deposit account and securities account required to be delivered pursuant to Section 6.20 (and subject to the time frames set forth therein).

The foregoing definition shall not require the creation or perfection of pledges of or security interests in particular assets if and for so long as the Administrative Agent and the Borrower agree in writing that the cost of creating or perfecting such pledges or security interests in such assets or obtaining title insurance or surveys in respect of such assets (including material adverse tax consequences) outweighs the benefits to be obtained by the Lenders therefrom.

The Administrative Agent may grant extensions of time for the 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 perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary:

(A) 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 the Collateral Documents and, to the extent appropriate in the applicable jurisdiction, as agreed between the Administrative Agent and the Borrower;

(B) the Collateral and Guarantee Requirement shall not apply to any Excluded Property;

(C) [reserved];

(D) no actions in any jurisdiction other than the Covered Jurisdictions or that are necessary to comply with the Laws of any jurisdiction other than the Covered Jurisdictions shall be required in order to create any security interests in assets located, titled, registered or filed outside of the Covered Jurisdictions and no actions in any jurisdiction shall be required in order to create any security interests in IP Rights, subsisting outside the United States (it being understood that there shall be no security agreements, pledge agreements, or share charge (or mortgage) agreements governed under the Laws of any jurisdiction other than the Covered Jurisdictions);

(E) general statutory limitations, financial assistance, corporate benefit, capital maintenance rules, fraudulent preference, "thin capitalization" rules, retention of title claims and similar principle may limit the ability of a Foreign Subsidiary to provide a Guarantee or Collateral or may require that the Guarantee or Collateral be limited by an amount or otherwise, in each case as reasonably determined by the Borrower in consultation with the Administrative Agent;

(F) [reserved]; and

(G) no actions (except for the filing of UCC financing statements) shall be required with respect to letter of credit rights, except to the extent constituting a supporting obligation for other Collateral as to which perfection is accomplished by the filing of a UCC financing statement or equivalent.

"Collateral Documents" means, collectively, the Security Agreement, the Mortgages, collateral assignments, any Control Agreement, Security Agreement Supplements, the Perfection Certificate, security agreements, pledge agreements, perfection certificates or other similar agreements or documents delivered to the Collateral Agent and the Lenders pursuant to Section 4.01(a)(iii), Section 6.10 or Section 6.12, the Guaranty and each of the other agreements, instruments or documents that creates or purports to create a Lien or Guarantee in favor of the Collateral Agent for the benefit of the Secured Parties.

"Commitment" means a First-Out Priority Exit Term Commitment, a Second-Out Priority Exit Term Commitment or commitments in respect of any additional term loans that are designated as an additional Class of Term Loans.

"Committed Loan Notice" means a notice of (a) a Borrowing of First-Out Priority Exit Term Loans, (b) a conversion of Loans from one Type to the other, or (c) a continuation of SOFR Loans pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

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

"Compensation Period" has the meaning specified in Section 2.12(c)(ii).

"Compliance Certificate" means a certificate substantially in the form of Exhibit D-2.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.04 and other technical, administrative or operational matters) that the Administrative Agent (at the direction of the Required Lenders) decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent (at the direction of the Required Lenders) 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 (at the direction of the Required Lenders) determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent (at the direction of the Required Lenders) decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consolidated Cash Interest Expense" shall mean, for any period, the Consolidated Interest Expense excluding any non-cash interest expense of the Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with IFRS.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense and capitalized fees, including amortization or write-off of (i) goodwill, software and intangible assets and non-cash organization costs, (ii) deferred financing and debt issuance fees, costs and expenses and (iii) capitalized expenditures (including Capitalized Software Expenditures), customer acquisition costs and incentive payments, media development costs, conversion costs and contract acquisition costs, the amortization of original issue discount resulting from the issuance of Indebtedness at less than par and amortization of favorable or unfavorable lease assets or liabilities, of such Person and its Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with IFRS and any write down of assets or asset value carried on the balance sheet.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person and its Subsidiaries for such period (determined in accordance with the applicable provisions of Section 1.09 hereof):

(1) increased (without duplication) by:

(a) Fixed Charges of such Person and its Subsidiaries for such period (including (w) non-cash rent expense, (x) net losses or any obligations on any Hedging Obligations or other derivative instruments, (y) bank, letter of credit and other financing fees and (z) costs of surety bonds in connection with financing activities, plus amounts excluded from the definition of "Consolidated Interest Expense" and any non-cash interest expense), to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(b) (x) income Taxes and similar tax expenses (including, without limitation, foreign, federal, state, local, provincial, territorial, local, unitary, franchise, excise, withholding and similar taxes (including any future taxes or other levies which replace or are intended to be in lieu of such taxes) paid or accrued during such period, including penalties and interest related thereto or arising from any tax examination), (y) without duplication, any distributions made to a Parent Entity with respect to the foregoing in accordance with Section 7.06(b)(xxiv) and (z) the net tax expense associated with any adjustments made pursuant to the definition of "Consolidated Net Income" in each case, to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(c) Consolidated Depreciation and Amortization Expense of such Person and its Subsidiaries for such period to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(d) any (x) Transaction Expenses and fees, costs, expenses or charges related to the Chapter 11 Cases, the Existing DIP Credit Agreement and the Prepetition First Lien Credit Agreement (as defined in the Existing DIP Credit Agreement) and (y) fees, costs, expenses or charges (other than Consolidated Depreciation and Amortization Expense, but including, but not limited to rationalization, tax, legal and other expenses) related to any actual, proposed or contemplated Equity Offering (including any expense relating to enhanced accounting functions or other transaction costs associated with becoming a public company, including Public Company Costs), Permitted Acquisition, Permitted Investment, IPO, Restricted Payment, acquisition, disposition, consolidation, restructuring, recapitalization or the incurrence or repayment of Indebtedness or investment, whether consummated or not and whether or not permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful and including any such transaction consummated prior to the Closing Date), including (i) without limitation, such legal, accounting and other professional fees, travel expenses or other expenses or charges (including rating agency fees, consulting fees and other related expenses and/or letter of credit or similar fees) related to the foregoing and offering or incurrence of, or ongoing administration of this Agreement, the Facilities, and other credit facilities, any other Indebtedness permitted to be Incurred under this Agreement or any Equity Offering, and (ii) any amendment, waiver or other modification of this Agreement, any other credit facilities, any other Indebtedness or any Equity Offering, in each case, whether or not consummated, to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(e) the amount of any charge, expense, cost, accrual, reserve or loss of any kind (collectively, "Charges") attributable to or associated with any (x) restructuring, integration, strategic or new initiatives, business optimization activities or other operating improvements, cost savings, cost rationalization programs, operating expense reductions, synergies and/or similar initiatives, and (y) retention, recruiting, relocation, signing bonuses, Charges in connection with a single or one-time event (including without limitation, in connection with facility openings, pre-openings, closings, reconfigurations and/or consolidations), contract termination Charges, stock option and other equity-based compensation expenses, any Charges associated with any stock subscription or shareholder agreement or any employee benefit trust, severance costs, any Charges associated with any modification of any pension or post-retirement employee benefit plan, indemnities and expenses,

including, without limitation, any one time expense relating to enhanced accounting function or other transaction costs, including those associated with becoming a standalone entity or a public company (including, for the avoidance of doubt, Public Company Costs); *provided* that the amount added to Consolidated EBITDA pursuant to clause (e)(x) above and clause (g) below and excluded from Consolidated Net Income pursuant to clause (4)(a) in the definition of Consolidated Net Income shall not exceed 20% of Consolidated EBITDA (calculated after giving effect to the addbacks and exclusions made pursuant to clause (e)(x) and clause (g) in the definition of Consolidated EBITDA and clause (4)(a) in the definition of Consolidated Net Income); plus

(f) any other non-cash charges, write-downs, write-offs, expenses, losses, increase in expenses or items reducing Consolidated Net Income for such period including (i) deferred revenue and related deferred costs and deferred compensation, (ii) non-cash losses on non-cash asset retirement costs, non-cash expense relating to the vesting of warrants, the sale of assets and any write-offs or write-downs, deferred revenue or impairment charges, including such charges, write-downs, write-offs, expenses, losses or other items pushed down to the Borrower and its Subsidiaries, (iii) impairment charges, amortization (or write offs) of financing costs (including debt discount, debt issuance costs and commissions and other fees associated with Indebtedness, including this Agreement) of such Person and its Subsidiaries and/or (iv) the impact of acquisition method accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets, inventory (including any impact of changes to inventory valuation policy methods) or other inventory adjustments and liabilities in connection with the Transactions or any Investment, deferred revenue or any effects of adjustments resulting from the application of purchase accounting, purchase price accounting (including any step-up in inventory and loss of profit on the acquired inventory) (*provided* that if any such non-cash charge, write-down, expense, loss or item represents an accrual or reserve for potential cash items in any future period, (A) the Borrower may elect not to add back such non-cash charge, expense or loss in the current period and (B) to the extent the Borrower elects to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA when paid), or other items classified by the Borrower as special items less other non-cash items of income increasing Consolidated Net Income (excluding any amortization of a prepaid cash item that was paid in a prior period or such non-cash item of income to the extent it represents a receipt of cash in any future period); plus

(g) (i) pro forma adjustments, including pro forma "run rate" synergies, cost savings, operating improvements and initiatives, operating expense reductions and other synergies (in each case, net of amounts actually realized) related to the Transactions that are reasonably identifiable, factually supportable and projected by the Borrower in good faith to result from actions that have been either taken or initiated, with respect to which substantial steps have been taken or initiated within twelve (12) months after the Closing Date and (ii) pro forma adjustments, including pro forma "run rate" cost savings, operating improvements and initiatives, operating expense reductions, and other synergies (in each case net of amounts actually realized) related to acquisitions (including the commencement of activities constituting a business), investments, strategic or new initiatives or related to restructuring initiatives, cost savings initiatives and other initiatives and

actions that are reasonably identifiable and projected by the Borrower in good faith to result from actions that have either been taken or initiated, with respect to which substantial steps have been taken or are that are expected to be taken or initiated within twelve (12) months after the date of consummation of such acquisition, investment, strategic or new initiatives or the initiation of such restructuring initiative, cost savings initiative or other initiatives, in both cases; provided that the amount added to Consolidated EBITDA pursuant to this clause (g) and clause (e)(x) above and excluded from Consolidated Net Income pursuant to clause (4)(a) in the definition of Consolidated Net Income shall not exceed 20% of Consolidated EBITDA (calculated after giving effect to the addbacks and exclusions made pursuant to clause (e)(x) and clause (g) in the definition of Consolidated EBITDA and clause (4)(a) in the definition of Consolidated Net Income); plus

(h) any costs or expenses incurred by the Borrower or a Subsidiary or a Parent Entity pursuant to any management equity plan, stock option plan, phantom equity plan, profits interests or any other management, employee benefit or other compensatory plan or agreement (and any successor plans or arrangements thereto), employment, termination or severance agreement, or any stock subscription or equityholder agreement, and any costs or expenses in connection with the roll-over, acceleration or payout of Capital Stock held by management, in each case to the extent that such costs or expenses are non-cash or otherwise funded with cash proceeds contributed to the capital of the Borrower or net cash proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Borrower; plus

(i) 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 (2) below for any previous period and not added back; plus

(j) any net loss included in the Consolidated Net Income attributable to non-controlling or minority interests pursuant to the application of IFRS 10; plus

(k) the amount of any non-controlling or minority interest Charges; plus

(l) unrealized or realized losses due to foreign exchange adjustments including, without limitation, losses and expenses in connection with currency and exchange rate fluctuations, and unrealized or realized losses or other obligations from hedging activities or other derivative instruments; plus

(m) with respect to any joint venture, an amount equal to the proportion of those items described in clauses (b) and (c) above relating to such joint venture corresponding to the Borrower's and the Subsidiaries' proportionate share of such joint venture's Consolidated Net Income (determined as if such joint venture were a Subsidiary) to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(n) the amount of any costs or expenses relating to payments made to stock appreciation or similar rights, stock option, restricted stock, phantom equity, profits interests or other interests or rights holders of the Borrower or any of its Subsidiaries or any Parent Entity in connection with, or as a result of, any

distribution being made to equityholders of such Person or any of its Subsidiaries or any Parent Entities, 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; plus

(o) (i) adjustments and add backs set forth in any quality of earnings analysis prepared by independent registered public accountants of recognized national standing (or any other accounting firm reasonably acceptable to the Required Lenders) and delivered to the Lenders in connection with any Permitted Acquisition or Permitted Investment and (ii) adjustments and add backs consistent with Regulation S-X; plus

(p) the amount of any payments made to any Affiliate 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 permitted to be paid under this Agreement; plus

(q) to the extent deducted in the calculation of Consolidated Net Income, earn-out obligations and other post-closing obligations to sellers (including deferred purchase price, transaction tax benefit payments or to the extent accounted for as bonuses or otherwise) incurred in connection any of the Transactions and/or any acquisition or other investment (including any acquisition or other investment consummated prior to the Closing Date) or adjustments thereof, which is paid or accrued during the applicable period; plus

(r) fees, costs and expenses associated with litigation and settlement thereof, in each case, whether or not consummated, to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(s) [reserved]; plus

(t) *pro forma* adjustment resulting from the application of IFRS 15 or any comparable regulation and costs and expenses in connection therewith; plus

(u) to the extent not otherwise included in Consolidated Net Income, proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as the Borrower in good faith expects to receive such proceeds within the next four (4) fiscal quarters, and net of any amount so added back in a prior period to the extent not so reimbursed within the applicable four (4)-quarter period); plus

(v) charges attributable to, and payments of, legal settlements, fines, judgments or orders (in each case, except to the extent reflecting any amounts not paid in prior periods that would not have been added back to Consolidated EBITDA pursuant to the definition thereof at such time if appropriately paid);

and

(2) decreased (without duplication) by non-cash gains increasing Consolidated Net Income of such Person and its Subsidiaries for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period (other than non-cash gains relating to the application of IFRS 16) and unrealized or realized gains due to foreign exchange adjustments including, without limitation, gains in connection with currency and exchange rate fluctuations, and unrealized or realized gains or other obligations from hedging activities or other derivative instruments.

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the total interest expense (including that attributable to capital leases) of such Person and its Subsidiaries for such period, determined on a consolidated basis net of any interest income, which shall be determined on a cash basis only and solely in respect of Indebtedness of the type described in the definition of "Consolidated Total Indebtedness" (and including commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net cash costs (less net cash payments) under Swap Contracts) and excluding, for the avoidance of doubt, (a) any non-cash interest expense and any capitalized interest, whether paid or accrued, (b) the amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (c) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses, (d) any expenses resulting from discounting of indebtedness in connection with the application of recapitalization accounting or purchase accounting, (e) penalties or interest related to taxes and any other amounts of non-cash interest resulting from the effects of acquisition method accounting or pushdown accounting, (f) the accretion or accrual of, or accrued interest on, discounted liabilities (other than Indebtedness) during such period, (g) non-cash interest expense attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to IFRS 9, (h) any one-time cash costs associated with breakage in respect of Swap Contracts for interest rates, (i) any payments with respect to make whole premiums or other breakage costs of any Indebtedness, (j) all non-recurring interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, all as calculated on a consolidated basis in accordance with IFRS, (k) expensing of bridge, arrangement, structuring, commitment or other financing fees, and any expenses and fees in connection with any modification of Indebtedness, (l) fees and expenses (including any penalties and interest relating to taxes but excluding any bona fide interest expense) associated with the consummation of the Transactions, (m) agency fees paid to the administrative agents and collateral agents under any credit facilities or other debt instruments or documents, (n) fees (including any ticking fees) and expenses (including any penalties and interest relating to taxes) associated with any Investment not prohibited by this Agreement or the issuance of equity interests or Indebtedness (in each case excluding any bona fide interest expense), and (o) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, all as calculated on a consolidated basis in accordance with IFRS.

"Consolidated Net Income" means, with respect to any Person for any period, the net income (loss) of such Person and its Subsidiaries for such period determined on a consolidated basis in accordance with IFRS; *provided*, *however*, that there will not be included in such Consolidated Net Income (in each case, determined in accordance with the applicable provisions of Section 1.09 hereof):

(1) any net income (loss) of any Person if such Person is not a Subsidiary (including any net income (loss) from investments recorded in such Person under the equity method of accounting), except that the Borrower's receipts from any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed (or to the extent converted into cash or Cash Equivalents) by such Person during such period to the Borrower or a Subsidiary as a dividend or other distribution or return on investment;

(2) solely for the purpose of determining the amount available for Restricted Payments under Section 7.06(a) hereof, any net income (loss) of any Subsidiary (other than the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Subsidiary, directly or indirectly, to the Borrower or a Guarantor by operation of the terms of such Subsidiary's articles, charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Subsidiary or its stockholders (other than (a) restrictions that have been waived or otherwise released (or such Person reasonably believes such restriction could be waived or released and is using commercially reasonable efforts to pursue such waiver or release), (b) restrictions pursuant to this Agreement or other similar indebtedness, and (c) restrictions specified in Section 7.08(b)(xiii)(i)), except that Borrower's equity in the net income of any such Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed (or to the extent converted, or having the ability to be converted, into cash or Cash Equivalents) by such Subsidiary during such period to the Borrower or another Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Subsidiary, to the limitation contained in this clause);

(3) any gain (or loss) (a) in respect of facilities no longer used or useful in the conduct of the business of the Borrower or the Subsidiaries, abandoned, closed, disposed or discontinued operations (excluding held for sale discontinued operations until actually disposed of) other than in the ordinary course of business, (b) on disposal, abandonment or discontinuance of disposed, abandoned, closed or discontinued operations, and (c) attributable to asset dispositions, abandonments, sales or other dispositions of any asset (including pursuant to any Sale and Leaseback Transaction) or the sale of other dispositions of any equity interests of any Person (other than in the ordinary course of business, as determined in good faith by a Responsible Officer);

(4) (a) any extraordinary, exceptional, unusual or nonrecurring loss, charge or expense, Transaction Expenses, Public Company Costs, restructuring and duplicative running costs, restructuring charges or reserves (whether or not classified as restructuring expense on the consolidated financial statements), relocation costs, start-up or initial costs for any project or new production line, division or new line of business, integration and facilities' or bases' opening costs, facility consolidation and closing costs, severance costs and expenses, one-time charges (including compensation charges), payments made pursuant to the terms of change in control agreements that the Borrower or a Subsidiary or a Parent Entity had entered into with employees of the Borrower, any of its Subsidiaries or a Parent Entity, costs relating to pre-opening, opening and conversion costs for facilities, losses, costs related to facility or property disruptions or shutdowns, signing, retention and completion bonuses (including management bonus pools), recruiting costs, costs incurred in connection with any strategic or cost savings initiatives, transition costs, contract terminations, litigation and arbitration fees, costs and charges, expenses in connection with one-time rate changes, costs incurred with acquisitions, investments and dispositions (including travel and out-of-pocket costs, human resources costs (including relocation bonuses), litigation and arbitration costs, charges, fees and expenses (including payments of legal settlements, fines, judgements or orders), management transition costs, advertising costs, losses associated with temporary decreases in work volume and expenses related to maintain underutilized personnel) and non-recurring product and intellectual property development, other business optimization expenses or reserves (including costs and expenses relating to business optimization programs and new systems design and costs or reserves associated with improvements to IT and accounting functions), retention charges

(including charges or expenses in respect of incentive plans), system establishment costs and implementation costs and operating expenses attributable to the implementation of strategic or cost-savings initiatives, and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities and charges resulting from changes in estimates, valuations and judgments) and professional, legal, accounting, consulting and other service fees incurred with any of the foregoing and (b) any charge, expense, cost, accrual or reserve of any kind associated with acquisition related litigation and settlements thereof; *provided* that the amount added to Consolidated EBITDA pursuant to clause (e)(x) and clause (g) in the definition of Consolidated EBITDA and excluded from Consolidated Net Income pursuant to this clause (4)(a) shall not exceed 20% of Consolidated EBITDA (calculated after giving effect to the addbacks and exclusions made pursuant to clause (e)(x) and clause (g) in the definition of Consolidated EBITDA and this clause (4)(a));

(5) (a) at the election of the Borrower with respect to any quarterly period, the cumulative effect of a change in law, regulation or accounting principles and changes as a result of the adoption or modification of accounting policies, (b) subject to the last sentence of the definition of "IFRS", the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period (including any impact resulting from accounting changes) and (c) any costs, charges, losses, fees or expenses in connection with the implementation or tracking of such changes or modifications specified in the foregoing clauses (a) and (b);

(6) (a) any equity-based or non-cash compensation or similar charge, cost or expense or reduction of revenue, including any such charge, cost, expense or reduction arising from any grant of stock, stock appreciation or similar rights, stock options, restricted stock, phantom equity, profits interests or other interests, or other rights or equity- or equity based incentive programs ("equity incentives"), any income (loss) associated with the equity incentives or other long-term incentive compensation plans (including under deferred compensation arrangements of the Borrower or any Parent Entity or Subsidiary and any positive investment income with respect to funded deferred compensation account balances), roll-over, acceleration or payout of Capital Stock by employees, directors, officers, managers, contractors, consultants, advisors or business partners (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Borrower or any Parent Entity or Subsidiary, and any cash awards granted to employees of the Borrower and its Subsidiaries in replacement for forfeited awards, (b) any non-cash losses realized in such period in connection with adjustments to any employee benefit plan due to changes in estimates, actuarial assumptions, valuations, studies or judgments or non-cash compensation expense resulting from the application of IFRS 2 and (c) any net pension or post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, amortization of such amounts arising in prior periods, amortization of the unrecognized obligation (and loss or cost) existing at the date of initial application of IAS 19, and any other item of a similar nature;

(7) any income (loss) from the extinguishment, conversion or cancellation of Indebtedness, Hedging Obligations or other derivative instruments (including deferred financing costs written off, premiums paid or other expenses incurred);

(8) any unrealized or realized gains or losses in respect of any Hedging Obligations or any ineffectiveness recognized in earnings related to hedge transactions or the fair value of

changes therein recognized in earnings for derivatives that do not qualify as hedge transactions;

(9) any fees, losses, costs, expenses or charges incurred during such period (including any transaction, retention bonus or similar payment and earn outs), or any amortization thereof for such period, in connection with (a) any acquisition, recapitalization, Investment, Asset Disposition, disposition, dividend, issuance or repayment of Indebtedness (including such fees, expense or charges related to the offering, issuance and rating of the Loans, other securities and any of the Facilities), issuance of Capital Stock, refinancing transaction or amendment or modification of any debt instrument (including any amendment or other modification of the Loans, other securities and any of the Facilities), in each case, including the Transactions, any such transaction consummated prior to, on or after the Closing Date and any such transaction undertaken but not completed, and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with IFRS 3 and any adjustments resulting from the application of IFRS 9) and (b) complying with the requirements under, or making elections permitted by, the documentation governing any Indebtedness;

(10) any unrealized or realized gain or loss resulting in such period from currency translation increases or decreases or transaction gains or losses, including those related to currency remeasurements of Indebtedness (including any net loss or gain resulting from Hedging Obligations for currency risk), intercompany balances, other balance sheet items, Hedging Obligations or other obligations of the Borrower or any Subsidiary owing to the Borrower or any Subsidiary and any other realized or unrealized foreign exchange gains or losses relating to the translation of assets and liabilities denominated in foreign currencies;

(11) any unrealized or realized income (loss) or non-cash expense attributable to movement in mark-to-market valuation of foreign currencies, Indebtedness or derivative instruments pursuant to IFRS;

(12) any non-cash increase in expenses (including expenses pushed down to the Borrower and its Subsidiaries) (a) resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods) or other inventory adjustments or (b) due to recapitalization accounting or to purchase accounting associated with the Transactions or any other acquisition or the amortization or write-off of any amounts thereof (including, without limitation, with respect to inventory, property and equipment, leases, software, goodwill, intangible assets, in-process research and development, deferred revenue (including deferred costs related thereto and deferred rent) and debt line items thereof, resulting from the application of acquisition method accounting, recapitalization accounting or purchase accounting, as the case may be, in relation to the Transactions or any consummated acquisition (by merger, consolidation, amalgamation or otherwise), joint venture investment or other Investment or the amortization or write-off or write-down of any amounts thereof;

(13) any impairment charge, write-off or write-down, including impairment charges, write-offs or write-downs related to bad debt expense, intangible assets, long-lived assets, goodwill, investments in debt or equity securities (including any losses with respect to the foregoing in bankruptcy, insolvency or similar proceedings) and investments recorded using the equity method or as a result of a change in law or regulation and the amortization of intangibles arising pursuant to IFRS;

(14) (a) accruals and reserves (including contingent liabilities) that are established or adjusted in connection with the Transactions or within eighteen (18) months after the closing of any acquisition or disposition that are so required to be established or adjusted as a result of such acquisition or disposition in accordance with IFRS, or changes as a result of adoption or modification of accounting policies and (b) earn-out, non-compete and contingent consideration obligations (including to the extent accounted for as bonuses or otherwise) and adjustments thereof and purchase price adjustments;

(15) any income (loss) related to any realized or unrealized gains and losses resulting from Hedging Obligations or embedded derivatives that require similar accounting treatment (including embedded derivatives in customer contracts), and the application of IFRS 9 and its related pronouncements or mark to market movement of other financial instruments;

(16) any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures and any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowances related to such item;

(17) [reserved];

(18) (i) payments to third parties in respect of research and development, including amounts paid upon signing, success, completion and other milestones and other progress payments, to the extent expensed, (ii) at the election of the Borrower with respect to any quarterly period, effects of adjustments to accruals and reserves during a period relating to any change in the methodology of calculating reserves for returns, rebates and other chargebacks (including government program rebates), and (iii) at the election of the Borrower with respect to any quarterly period, an amount equal to the net change in deferred revenue at the end of such period from the deferred revenue at the end of the previous period; and

(19) any net after-tax gains or losses arising from the Transactions.

In addition, to the extent not already excluded (or included, as applicable) in the Consolidated Net Income of such Person and its Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall be increased by the amount of: (i) any expenses, charges or losses that are reimbursed by indemnification or other reimbursement provisions in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, or, so long as the Borrower has made a determination that it reasonably expects that such amount will in fact be paid or reimbursed within 365 days of the date of such evidence (net of any amount so added back in a prior period to the extent not so reimbursed within the applicable 365-day period), (ii) to the extent covered by insurance (including business interruption insurance) and actually reimbursed, or, so long as the Borrower has made a determination that it reasonably expects that such amount will in fact be paid or reimbursed by the insurer and only to the extent that such amount is in fact reimbursed within 365 days of the date of such evidence (net of any amount so added back in a prior period to the extent not so reimbursed within the applicable 365-day period), expenses, charges or losses with respect to liability or Casualty Events or business interruption and (iii) the amount of distributions actually made to any Parent Entity of such Person in respect of such period in accordance with Section 7.06(b)(xxiv) as though such amounts had been paid as taxes directly by such Person for such periods.

"Consolidated Total Indebtedness" means, with respect to the Borrower and its Subsidiaries, as of any date of determination, an amount equal to, on a consolidated basis and determined

in accordance with IFRS, (a) the aggregate principal amount of outstanding third-party Indebtedness for borrowed money (excluding Indebtedness with respect to Cash Management Obligations and intercompany Indebtedness as of such date), *plus* (b) Capitalized Lease Obligations and the aggregate principal amount of Purchase Money Obligations (but excluding therefrom outstanding COAM vendor financings in an aggregate principal amount of up to $5,000,000), *plus* (c) unreimbursed drawings under letters of credit of the Borrower and its Subsidiaries outstanding on such date to the extent not reimbursed within three (3) Business Days of the drawing thereof (*provided* that any unreimbursed amount under commercial letters of credit shall not be counted as Consolidated Total Indebtedness until five (5) Business Days after such amount is drawn), *plus* (d) [reserved], *minus* (e) the aggregate amount of Unrestricted Cash included on the consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the most recent fiscal period for which consolidated financial statements have been or are required to be delivered pursuant to Section 6.01(a) or 6.01(b), which shall not be less than $0 (*provided* that the cash proceeds of any proposed incurrence of Indebtedness shall not be included in this clause (e) for purposes of calculating the Consolidated Total Leverage Ratio) with such *pro forma* adjustments as are consistent with the *pro forma* adjustments set forth in Section 1.09. For the avoidance of doubt, Consolidated Total Indebtedness shall exclude Indebtedness in respect of any Hedging Obligations, operating leases, undrawn letters of credit, any earnout, contingent obligation, holdback or similar deferred purchase price consideration to the extent such earnout, contingent obligation, holdback or similar deferred purchase price obligations are no more than five (5) Business Days past due and payable and if not recognized as debt on the consolidated balance sheet of the Borrower in accordance with IFRS.

"Consolidated Total Leverage Ratio" means, as of any date of determination, the ratio of (x) Consolidated Total Indebtedness as of such date to (y) LTM EBITDA (in each case, determined in accordance with the applicable provisions of Section 1.09 hereof).

"Consolidated Working Capital" means, at any date, the excess of (a) the sum of (i) all amounts (other than cash and Cash Equivalents) that would, in conformity with IFRS, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries at such date and (ii) long-term accounts receivable over (b) the sum of (i) all amounts that would, in conformity with IFRS, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries on such date and (ii) long-term deferred revenue, but excluding, without duplication, (a) the current portion of any Funded Debt or other long-term liabilities, (b) [reserved], (c) the current portion of interest, (d) the current portion of current and deferred income taxes, (e) the current portion of any Capitalized Lease Obligations, (f) deferred revenue arising from cash receipts that are earmarked for specific projects, (g) the current portion of deferred acquisition costs and (h) current accrued costs associated with any restructuring or business optimization (including accrued severance and accrued facility closure costs).

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any Non-Financing Lease Obligation, dividend or other obligation that does not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contract Consideration" has the meaning specified in the definition of "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," "controls," "controlling" and "controlled" have the meanings specified in the definition of "Affiliate".

"Control Agreement" means, with respect to any deposit account or any securities account, a customary agreement among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party maintaining such account, which provides for the Collateral Agent to have "control" for purposes of this definition, as defined in Section 9-104 of the UCC of the State of New York or Section 8-106 of the UCC of the State of New York, as applicable) over such account.

"Controlled Investment Affiliate" means, as to any Person, any other Person, which directly or indirectly is in control of, is controlled by, or is under common control with such Person and is organized by such Person (or any Person controlling such Person) primarily for making direct or indirect equity or debt investments in the Borrower and/or other companies.

"Covered Jurisdiction" means the United States (and each State thereof and the District of Columbia) and the jurisdiction of organization of any Subsidiary that becomes a Guarantor pursuant to the last sentence of the definition of "Guarantor".

"Credit Agreement Refinanced Debt" has the meaning specified in the definition of "Credit Agreement Refinancing Indebtedness."

"Credit Agreement Refinancing Indebtedness" means (a) Permitted Junior Refinancing Debt, or (b) Permitted Unsecured Refinancing Debt obtained pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Term Loans, Incremental Term Loans and Refinancing Term Loans hereunder (including any successive Credit Agreement Refinancing Indebtedness) ("Credit Agreement Refinanced Debt"); *provided* that (i) such extending, renewing or refinancing Indebtedness is in an original aggregate principal amount not greater than (A) the aggregate principal amount of the Credit Agreement Refinanced Debt, plus (B) accrued, capitalized and unpaid interest thereon, any fees, premiums (including any makewhole), accrued interest associated therewith, or other reasonable amount paid, and fees, costs and expenses, commissions or underwriting discounts incurred in connection therewith, (ii) the terms applicable to such Credit Agreement Refinancing Indebtedness comply with the Required Debt Terms and (iii) such Credit Agreement Refinanced Debt (other than contingent indemnification obligations not yet accrued and payable) shall be repaid, defeased or satisfied and discharged, and (unless otherwise agreed by all Lenders holding such

Credit Agreement Refinanced Debt) all accrued interest, fees and premiums (if any) in connection therewith shall be paid on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained.

"Credit Extension" means a Borrowing.

"Cure Amount" has the meaning specified in Section 8.05.

"Cure Period" has the meaning specified in 8.05.

"Cure Right" has the meaning specified in Section 8.05.

"Customary Intercreditor Agreement" means, to the extent executed in connection with the incurrence of Indebtedness secured by Liens on the Collateral which are intended to rank junior to the Liens on the Collateral securing the Secured Obligations, a customary intercreditor agreement (x) substantially in the form attached as Exhibit M, together with any changes thereto which are reasonably acceptable to the Administrative Agent or (y) in form and substance reasonably acceptable to the Administrative Agent and the Borrower, which agreement shall provide that the Liens on the Collateral securing such Indebtedness shall rank junior to the Liens on the Collateral securing the Secured Obligations.

"Debtor" has the meaning set forth in the recitals to this Agreement.

"Debtor Relief Laws" means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Declined Proceeds" has the meaning specified in Section 2.05(b)(v).

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

"Default Rate" means, solely during the occurrence and continuance of (a) any Specified Default and (b) any other Event of Default, an interest rate equal, (x) with respect to any principal for any Loan, the applicable interest rate for such Loan plus 2.00% per annum and (y) with respect to any other amount (including interest), the interest rate applicable for Loans at such time plus 2.00% per annum, in each case, to the fullest extent permitted by applicable Laws and which shall be payable, in the case of clause (a), as set forth in this Agreement (unless waived by the Required Lenders) and, in the case of clause (b), upon the election of the Required Lenders.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans required to be funded by it, (ii) [reserved] or (iii) pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or the Administrative Agent or any other Lender in writing that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan cannot be satisfied), (c) has failed, within three (3) Business Days after request by the Administrative Agent or any other Lender, acting in good faith, to provide a certification in writing from an authorized officer of such

Lender that it will comply with its obligations to fund prospective Loans under this Agreement; *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Administrative Agent's or other Lender's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) after the date of this Agreement, has become the subject of a Bankruptcy Event.

"Designated Preferred Stock" means Preferred Stock of the Borrower or a Parent Entity (other than Disqualified Stock) (a) that is issued for cash (other than to the Borrower or a Subsidiary of the Borrower or an employee stock ownership plan or trust established by the Borrower or any such Subsidiary for the benefit of their employees to the extent funded by the Borrower or such Subsidiary) and (b) that is designated as "Designated Preferred Stock" pursuant to an Officer's Certificate of the Borrower at or prior to the issuance thereof, the Net Cash Proceeds of which are excluded from the calculation set forth in Section 7.06(a) hereof.

"Disinterested Director" means, with respect to any Affiliate Transaction, a member of the Board of Directors having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of the Borrower or any options, warrants or other rights in respect of such Capital Stock.

"Disqualification Event" means, with respect to any Lender:

(a) the failure of such Lender to timely file (i) any application requested of such Lender by the Georgia Lottery Corporation in writing in connection with any licensing required by the Gaming Laws for such Lender to be a lender to the Borrower hereunder, or (ii) any application or other papers required by the Gaming Laws in connection with the determination of suitability of such Lender as a lender to the Borrower hereunder;

(b) the withdrawal by such Lender (except where requested or permitted by the Georgia Lottery Corporation or permitted by the Gaming Laws) of any such application or other papers required by the Gaming Laws, unless such withdrawal occurs prior to the applicable deadline to timely file any such application or other papers; or

(c) any final determination by the Georgia Lottery Corporation pursuant to the Gaming Laws, as the case may be, (i) that such Lender is "unsuitable" as a lender to the Borrower hereunder, (ii) that such Lender shall be "disqualified" as a lender to the Borrower hereunder, or (iii) denying the issuance to such Lender of any license or other approval required under the Gaming Laws to be held by such Lender as a result of such Lender being a party to this Agreement.

"Disqualified Lenders" means (i) such banks, financial institutions, other institutional lenders (or related funds of such institutional lenders) and investors or other Persons separately identified in writing by the Primary Permitted Holders to the Administrative Agent (with copy to the Borrower) prior to the Closing Date, (ii) competitors of the Borrower or any of its Subsidiaries identified in writing from time to time by email from the Borrower to the Administrative Agent, or (iii) in the case of clauses (i) and (ii), any of their affiliates (other than affiliates of persons referenced in clause (ii) above that are bona fide debt investment funds primarily engaged in, or that advise funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, notes, bonds or similar extensions of credit or securities in the ordinary course of its business and whose managers have fiduciary duties to the investors therein independent of or in addition to their duties to such bank, financial institution, other institutional lender or competitor, as applicable) that are (A) identified by the Borrower or any of its Subsidiaries in writing from time to time or (B) reasonably identifiable on the basis of such affiliates' name;

provided that any additional designation permitted by the foregoing shall not become effective until three (3) Business Days following delivery to the Administrative Agent by email; *provided*, *further*, that in no event shall any notice given pursuant to this definition apply to retroactively disqualify any Person who previously acquired and continues to hold, or who has contracted to acquire, any Loans, Commitments or participations prior to the receipt of such notice. For the avoidance of doubt, the Administrative Agent shall not 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 Lenders and shall not be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or have any liability with respect to or arising out of any assignment or participation to or disclosure of confidential information to, a Disqualified Lender. The Administrative Agent shall be permitted, upon request of any Lender or Participant, to make available the list of Disqualified Lenders upon request by the inquiring Lender or disclose to such inquiring Lender or Participant whether such specific potential Assignee or Participant is on the list of Disqualified Lenders.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the Loans or (b) the date on which there are no Loans outstanding; *provided*, *however*, that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Borrower to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with Section 7.06 hereof; *provided*, *however*, that if such Capital Stock is issued to any future, current or former employee, director, officer, manager, contractor, consultant or advisor (or their respective Controlled Investment Affiliates or Immediate Family Members) (excluding the Permitted Holders (but not excluding any future, current or former employee, director, officer, manager, contractor, consultant or advisor) or Immediate Family Members), of the Borrower, any of its Subsidiaries, any Parent Entity or any other entity in which the Borrower or a Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors (or the compensation committee thereof) or any other plan for the benefit of current, former or future employees (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Borrower or its Subsidiaries or by any such plan to such employees (or their respective Controlled Investment Affiliates or Immediate Family Members), such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"do not have Unreasonably Small Capital" has the meaning specified in the definitions of "Solvent" and "Solvency".

"Dollar" and "$" mean lawful money of the United States.

"Dollar Equivalent" means, on any date of determination, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount in any other currency, the equivalent in Dollars of such amount, determined by the Administrative Agent, pursuant to Section 1.08 using the Exchange Rate with respect to such currency at the time in effect under the provisions of such Section.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"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, with respect to any term loan facility or other term loans, as of any date of determination, the sum of (a) the higher of (i) the Term SOFR Reference Rate on such date for a deposit in Dollars with a maturity of three (3) months and (ii) the Floor, if any, with respect thereto as of such date, (b) the Applicable Rate (or other applicable margin) as of such date for SOFR Loans (or other loans that accrue interest by reference to a similar reference rate) without giving effect to any pricing step-downs and (c) the amount of original issue discount and upfront fees paid and payable (which shall be deemed to constitute like amounts of original issue discount) thereon (converted to yield assuming a four-year average life and without any present value discount or, if less, the remaining life to maturity, and assuming that the commitments under any such facility that is a revolving facility are fully drawn), but excluding the effect of any amendment, arrangement, structuring, commitment, underwriting, syndication and any similar fees payable to any lead arranger (or its Affiliates) in connection with the commitment or syndication of such Indebtedness, consent fees paid to consenting lenders, prepayment premiums, ticking or commitment fees on undrawn commitments, call protection and any other fees not paid or payable generally to all lenders by the Borrower in the primary syndication of such term loan facility or other term loans; provided, that the amounts set forth in clauses (a) and (b) above for any term loans that are not incurred under this Agreement shall be based on the stated interest rate basis for such term loans.

"Eligible Assignee" means any Assignee permitted by and consented to in accordance with Section 10.07(b).

"Environment" means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna.

"Environmental Laws" means any and all applicable Laws relating to pollution, the protection of the environment, natural resources or to the generation, transport, storage, use, treatment, Release or threat of Release of any Hazardous Materials or, relating to human health and safety with respect to exposure to Hazardous Materials.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) of any Loan Party

or any of its respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage or treatment of any Hazardous Materials, (c) exposure of any Person 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 to the extent liability is assumed or imposed with respect to any of the foregoing.

"Equity Offering" means (x) a sale of Capital Stock (other than through the issuance of Disqualified Stock or Designated Preferred Stock or an Excluded Contribution) other than (a) offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions or other equity securities of the Borrower or any Parent Entity and (b) issuances of Capital Stock to any Subsidiary of the Borrower or the Borrower or (y) a cash equity contribution to the Borrower or any of its Subsidiaries.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is under common control with any Loan Party and is treated as a single employer within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA with respect to a Pension Plan, whether or not waived, or a failure to make any required contribution to a Multiemployer Plan; (d) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of Withdrawal Liability or notification that a Multiemployer Plan is insolvent within the meaning of Title IV of ERISA or in endangered or critical status, within the meaning of Section 305 of ERISA; (e) the filing of a notice of intent to terminate, the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate; (h) a determination that any Pension Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 303(i)(4)(A) of ERISA or Section 430(i)(4)(A) of the Code); or (i) the occurrence of a non-exempt prohibited transaction with respect to any Pension Plan maintained or contributed to by any Loan Party (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to any Loan Party.

"Erroneous Payment" has the meaning specified in Section 9.17(a).

"Erroneous Payment Corresponding Loan Amount" has the meaning specified in Section 9.17(c).

"Erroneous Payment Recipient" has the meaning specified in Section 9.17(a).

"Erroneous Payment Return Deficiency" has the meaning specified in Section 9.17(c).

"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.

"Event of Default" has the meaning specified in Section 8.01.

"Excess Cash Flow" means, with respect to the Borrower and the Subsidiaries, for any period, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income of the Borrower and the Subsidiaries for such period;

(ii) an amount equal to the amount of all non-cash charges (including depreciation and amortization) to the extent deducted in arriving at such Consolidated Net Income;

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from acquisitions by the Borrower and the Subsidiaries completed during such period or the application of purchase accounting);

(iv) an amount equal to the aggregate net non-cash loss on Asset Dispositions or other dispositions of property or assets by the Borrower and the Subsidiaries during such period (other than Asset Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income;

(v) cash receipts in respect of Swap Contracts during such period to the extent not otherwise included in Consolidated Net Income; and

(vi) amounts previously deducted pursuant to clause (b) below or from Excess Cash Flow pursuant to Section 2.05(b)(i) that in each case were based on amounts to be expended in the future that were not so expected within the applicable time period (if any); over

(b) the sum, without duplication (including without duplication of any amounts deducted from Excess Cash Flow pursuant to Section 2.05(b)(i)), of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income and cash charges to the extent included in arriving at such Consolidated Net Income;

(ii) without duplication of amounts deducted pursuant to clause (ix) below in prior fiscal years, the amount of capital expenditures or acquisitions (including Permitted Acquisitions) made in cash during such period, except to the extent that such capital expenditures or acquisitions (including Permitted Acquisitions) were financed with the proceeds of an incurrence or issuance of Funded Debt (other than a revolving line of credit) of the Borrower or its Subsidiaries or equity contributions received by the Borrower or a Subsidiary from a Parent Entity;

(iii) the aggregate amount of all principal payments of Indebtedness of the Borrower and its Subsidiaries (including (A) the principal component of Capitalized Lease

Obligations and (B) the amount of repayments of Term Loans pursuant to Section 2.07(a) and any mandatory prepayment of Term Loans pursuant to Section 2.05(b) to the extent required due to an Asset Disposition that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase but excluding (X) all other prepayments of Term Loans and (Y) all prepayments in respect of any revolving credit facility, except, in the case of clause (Y), to the extent there is an equivalent permanent reduction in commitments thereunder) made during such period, except to the extent financed with the proceeds of an incurrence or issuance of other Funded Debt (other than a revolving line of credit) of the Borrower or its Subsidiaries or equity contributions received by the Borrower or a Subsidiary from a Parent Entity;

(iv) an amount equal to the aggregate net non-cash gain on Asset Dispositions by the Borrower and its Subsidiaries during such period (other than Asset Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income;

(v) increases in Consolidated Working Capital for such period (other than any such increases arising from acquisitions by the Borrower and its Subsidiaries completed during such period or the application of purchase accounting);

(vi) cash payments by the Borrower and its Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Subsidiaries other than Indebtedness (including such Indebtedness specified in clause (b)(iii) above);

(vii) without duplication of amounts deducted pursuant to clause (ix) below in prior periods, the amount of Investments made during such period pursuant to Section 7.06(b) (other than those under clauses (a)(i), (c)(ii), (d) or (e) of the definition of "Permitted Investments") except to the extent that such Investments and acquisitions were financed with the proceeds of an incurrence or issuance of Funded Debt (other than a revolving line of credit) of the Borrower or its Subsidiaries or equity contributions received by the Borrower or a Subsidiary from a Parent Entity;

(viii) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and its Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness except to the extent that such amounts were financed with the proceeds of an incurrence or issuance of Funded Debt (other than a revolving line of credit) of the Borrower or its Subsidiaries or equity contributions received by the Borrower or a Subsidiary from a Parent Entity;

(ix) without duplication of amounts deducted from Excess Cash Flow in prior periods, the aggregate consideration contemplated to be paid in cash by the Borrower or any of the Subsidiaries pursuant to binding contracts, commitments, letters of intent or purchase orders (the "Contract Consideration") entered into during such period, relating to Permitted Investments (other than those under clauses (a)(i), (c)(ii), (d) or (e) of the definition of "Permitted Investments", but including in joint ventures), capital expenditures or acquisitions (including Permitted Acquisitions) to be consummated or made during the period of four consecutive fiscal quarters of the Borrower following the end of such period except to the extent intended to be financed with the proceeds of an incurrence or issuance of other Indebtedness of the Borrower or its Subsidiaries or equity contributions received by the Borrower or a Subsidiary from a Parent Entity; *provided* that to the extent the aggregate amount utilized to finance such Permitted Investments, capital expenditures or

acquisitions (including Permitted Acquisitions) during such period of four consecutive fiscal quarters (excluding such payments financed with long term Indebtedness for borrowed money (other than a revolving line of credit)) is less than the Contract Consideration, the amount of such shortfall, shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters;

(x) the amount of cash taxes (including penalties and interest) paid or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period; and

(xi) cash expenditures in respect of Swap Contracts during such fiscal year to the extent not deducted in arriving at such Consolidated Net Income.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Exchange Rate" means, on any day, for purposes of determining the Dollar Equivalent of any currency other than Dollars, the rate at which such other currency may be exchanged into Dollars at the time of determination on such day on the Reuters WRLD Page for such currency. In the event that such rate does not appear on any Reuters WRLD Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such an agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about such time as the Administrative Agent shall elect after determining that such rates shall be the basis for determining the Exchange Rate, on such date for the purchase of Dollars for delivery two Business Days later; *provided* that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Accounts" means (1) payroll, healthcare and other employee wage and benefit accounts, (2) tax accounts, including without limitation, sales tax accounts, (3) fiduciary or trust accounts, (4) any zero balance disbursement accounts or any zero balance accounts the entire balance of which is swept each Business Day to a deposit account subject to a Control Agreement, (5) bank accounts maintained at KeyBank National Association existing on the Closing Date and (6) the funds or property held in or maintained for such purposes in any such accounts described in clauses (1) through (5) above.

"Excluded Contribution" means Net Cash Proceeds or property or assets received by the Borrower as capital contributions to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Borrower after the Closing Date or from the issuance or sale (other than to a Subsidiary or an employee stock ownership plan or trust established by the Borrower or any Subsidiary of the Borrower for the benefit of their employees to the extent funded by the Borrower or any Subsidiary) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Borrower.

"Excluded Equity" means Capital Stock (i) [reserved], (ii) of any Subsidiary acquired pursuant to a Permitted Investment financed with Indebtedness permitted pursuant to Section 7.03(b)(v)(x) if such Capital Stock is pledged and/or mortgaged as security for such Indebtedness and if and for so long as the terms of such Indebtedness prohibit the creation of any other Lien on such Capital Stock, (iii) that is voting Capital Stock in excess of 65.0% of the issued and outstanding voting Capital Stock of any CFC or any FSHCO (for the avoidance of doubt, no non-voting Capital Stock of any CFC or any FSHCO shall be Excluded Equity), (iv) that is Capital Stock owned by any CFC or any FSHCO, (v) of any Subsidiary with

respect to which the Administrative Agent and the Borrower have determined in their reasonable judgment and agreed in writing that the costs of providing a pledge of such Capital Stock or perfection thereof (including adverse tax consequences) outweighs the benefits to be obtained by the Secured Parties therefrom, (vi) of any not-for-profit subsidiaries and special purpose entities and (vii) of any Subsidiary organized outside the United States the pledge of which is prohibited by applicable Laws or which would reasonably be expected to result in a violation or breach of, or conflict with, fiduciary duties of such Subsidiary's officers, directors or managers after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or other applicable law.

"Excluded Property" means (i) any fee-owned real property that is not a Material Real Property (it being understood and agreed that while the Collateral includes leasehold interests in real property, no action shall be required with respect to creation or perfection of security interests with respect to such leasehold interests, including to obtain leasehold mortgages, landlord waivers, estoppels or collateral access letters), (ii) motor vehicles, aircraft, aircraft engines, and other assets subject to certificates of title, to the extent a Lien thereon cannot be perfected by the filing of a UCC financing statement (or analogous procedures under applicable Laws in the relevant Covered Jurisdiction), letter of credit rights to the extent a Lien thereon cannot be perfected by the by the filing of a UCC financing statement (or analogous procedures under applicable Laws in the relevant Covered Jurisdiction), and commercial tort claims with a value of less than $1,000,000 in the aggregate, (iii) property or assets for which a pledge thereof or a security interest therein is prohibited by applicable law, rule or regulation, of any applicable jurisdiction or other applicable law or which would require governmental (including regulatory) consent, approval, license or authorization to provide such pledge thereof or security interest therein unless such consent, approval, license or authorization has been received, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition, (iv) margin stock, (v) [reserved], (vi) any segregated funds held in escrow, defeasance, redemption or disbursements accounts for the benefit of an unaffiliated third party (other than the Borrower or a Guarantor) solely to the extent such funds are to be used for Permitted Acquisitions or other similar Investments, dispositions, Restricted Payments or other transactions permitted under this Agreement subject to the reasonable consent of the Administrative Agent, (vii) any lease, license or other agreements, contracts or any property subject to a purchase money security interest, Capitalized Lease Obligation or similar arrangements, in each case to the extent permitted under the Loan Documents, to the extent that a pledge thereof or the grant of a security interest therein would violate or invalidate such lease, license or agreement, purchase money, capitalized lease or similar arrangement, or create a right of termination or payment in favor of any other party thereto (other than a Borrower or any Subsidiary of the Borrower) after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code or other similar applicable Law, other than the proceeds and receivables thereof the assignment of which is expressly deemed effective under the Uniform Commercial Code or other similar applicable Law notwithstanding such prohibition, (viii) any intent-to-use trademark or service mark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable U.S. federal law, (ix) Excluded Equity, (x) any governmental licenses or state or local franchises, charters or authorizations (including, for the avoidance of doubt, any Master Licenses), to the extent a security interest in any such licenses, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other similar applicable law notwithstanding such prohibition, (xi) the assets of any CFC or FSHCO, (xii) any assets to the extent a security interest in such assets would result in material adverse tax consequences to the

Borrower or any of its Subsidiaries as reasonably determined by the Borrower and the Administrative Agent, (xiii) Excluded Accounts and the funds or other property held in or maintained in any such Excluded Accounts and (xiv) any assets with respect to which the Borrower and the Administrative Agent reasonably agree in writing that the cost and/or burden of obtaining or perfecting such security are excessive in relation to the benefits to the Lenders afforded thereby.

"Excluded Subsidiary" means (a) each Subsidiary listed on Schedule 5.11 and indicated as an "Excluded Subsidiary", (b) any Subsidiary that is prohibited by applicable Law, rule or regulation or by any contractual obligation existing on the Closing Date or on the date such Subsidiary is acquired (so long as in respect of any such contractual obligation, such prohibition is not incurred in contemplation of such acquisition and only for so long as such restriction is continuing) from guaranteeing the Secured Obligations or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee unless such consent, approval, license or authorization has been received, (c) any Foreign Subsidiary, (d) any Subsidiary acquired pursuant to a Permitted Acquisition or other Permitted Investment that, at the time of such Permitted Acquisition or other Permitted Investment, has assumed secured Indebtedness permitted under this Agreement not incurred in contemplation of such Permitted Acquisition or other Permitted Investment and each Subsidiary that is a Subsidiary thereof that guarantees such Indebtedness, in each case, to the extent and so long as such secured Indebtedness prohibits such Subsidiary from becoming a Guarantor (*provided* that each such Subsidiary shall cease to be an Excluded Subsidiary under this clause (d) if such secured Indebtedness is repaid or becomes unsecured, if such Subsidiary ceases to be an obligor with respect to such secured Indebtedness or such prohibition no longer exists, as applicable), (e) [reserved], (f) not-for-profit Subsidiaries, (g) special purpose entities, (h) [reserved], (i)(i) any direct or indirect Domestic Subsidiary of a direct or indirect Foreign Subsidiary that is a CFC and (ii) any FSHCO, (j) JV Entities, (k) any Subsidiary that is an "investment company" under the Investment Company Act of 1940, as amended, (l) any Subsidiary, the provision of a Guarantee by which would reasonably be expected to result in material adverse tax consequences to the Borrower or any of the Subsidiaries, as reasonably determined by the Borrower and the Administrative Agent, (m) any broker-dealer Subsidiaries and (n) any other Subsidiary with respect to which the Administrative Agent and the Borrower reasonably agree that the cost, burden or other consequences (including any tax consequences) of providing a Guarantee outweighs, or is excessive in relation to the value afforded thereby; *provided*, *however*, that, subject to the consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned) any Subsidiary that would otherwise constitute an Excluded Subsidiary hereunder that elects to become a Guarantor pursuant to the definition thereof shall no longer constitute an Excluded Subsidiary.

"Excluded Taxes" means any of the following Taxes imposed on or, with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient's 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, any U.S. federal withholding Tax that is imposed on amounts payable to such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect at the time such Lender acquires such interest in the Loan or Commitment (or designates a new lending office), in each case of such acquisition or designation, other than pursuant to a request by the Borrower under Section 3.06, except to the extent that such Lender (or its assignor, if any) was entitled, immediately before the designation of a new lending office (or assignment), to receive additional amounts or indemnity from the Borrower with respect to such withholding Tax pursuant to Section 3.01, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(f) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"Existing DIP Credit Agreement" has the meaning specified in the introductory paragraph to this Agreement.

"Exit Commitment Letter and Term Sheet" means that certain $104,500,000 Senior Secured OpCo Exit Facility Commitment Letter, dated as of June 8, 2023 (including the OpCo Exit Term Sheet (as defined therein and attached thereto)), among the Commitment Parties (as defined therein) party thereto, WSFS, the Borrower and Lucky Bucks HoldCo, LLC, a Delaware limited liability company.

"Extraordinary Receipts" shall mean any cash receipts received by any Loan Party not in the ordinary course of business, including (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (but not including, for the avoidance of doubt, ordinary course disputes with customers and suppliers of the Borrower), (b) indemnification payments received by any Loan Party (other than to the extent such indemnification payments are immediately payable pursuant to the terms thereof to a Person that is not an Affiliate of the Borrower), (c) any purchase price adjustment or working capital adjustment received by any Loan Party pursuant to any purchase agreement or related documentation, and (d) any Tax refunds or Benefit Plan reversions received by any Loan Party.

"Facility" means a Class of Term Loans.

"Fair Value" has the meaning specified in the definitions of "Solvent" and "Solvency".

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA" has the meaning specified in the definition of "Anti-Corruption Laws".

"Federal Funds 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 shall be set forth on the Federal Reserve Bank of New York's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; *provided* that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

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

"Fee Letters" means, collectively, (i) the agent fee letter, dated as of the date hereof, by and between the Borrower and WSFS and (ii) the fronting lender fee letter, dated as of the date hereof, by and between the Borrower and the Fronting Lender.

"Financial Covenant" has the meaning set forth in Section 7.09.

"Financial Covenant Event of Default" has the meaning set forth in Section 8.01(b).

"First-Out Priority Exit Term Commitment" means, as to any Lender, its obligation to make a First-Out Priority Exit Term Loan to the Borrower on the Closing Date, pursuant to Section 2.01 in

an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(a) under the caption "First-Out Priority Exit Term Commitment", or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. The initial aggregate amount of the First-Out Priority Exit Term Commitments is $34,757,074.16, which will be initially funded through the Fronting Lender in accordance with the terms of the Fronting Agreement.

"First-Out Priority Exit Term Loans" means the new money term loans made pursuant to Section 2.01.

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

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

(b) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period; *plus*

(c) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock of such Person during such period.

"Flood Insurance Laws" means, collectively, (i) National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Lender" has the meaning specified in Section 3.01(f)(ii).

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to or by, or entered into with, any Loan Party or any Subsidiary with respect to employees outside the United States.

"Foreign Subsidiary" means a Subsidiary (which may be a corporation, limited liability company, partnership or other legal entity) organized under the laws of a jurisdiction outside the United States, other than any such entity that is (whether as a matter of law, pursuant to an election by such entity or otherwise) treated as a partnership in which the Borrower or any Subsidiary that is a Loan Party is a partner or as a branch of the Borrower or any Subsidiary that is a Loan Party for United States federal income tax purposes.

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

"Fronting Agreement" means the fronting letter agreement, dated as of the date hereof, by and among the Fronting Lender and the other Lenders holding First-Out Priority Exit Term Commitments as of the Closing Date.

"Fronting Lender" means Jefferies Capital Services, LLC, in its capacity as fronting lender under this Agreement.

"FSHCO" means any direct or indirect Subsidiary of the Borrower that has no material assets other than (x) Capital Stock or (y) Capital Stock and Indebtedness, in each case of one or more direct or indirect CFCs or other entities described in this definition.

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

"Funded Debt" means all Indebtedness of the Borrower and the Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time, set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants, in the statements and pronouncements of the Financial Accounting Standards Board and in such other statements by such other entity as may be in general use by significant segments of the accounting profession that are applicable to the circumstances as of the date of determination.

"Gaming Approvals" means all licenses, permits, approvals (including approvals for COAM machines), authorizations, registrations, findings of suitability, franchises, entitlements, waivers and exemptions issued by any Gaming Authority necessary for or relating to the conduct of activities by Holdings or the Borrower.

"Gaming Authority" means, in any jurisdiction in which the Borrower or any of its Subsidiaries manages or conducts any gaming or gambling business or activities, the applicable gaming board, commission, or other governmental gaming regulatory body or agency (including the Georgia Lottery Corporation) which (a) has, or may at any time after the Closing Date have, jurisdiction over the gaming businesses or gaming activities of Holdings, the Borrower or any of its Subsidiaries or (b) is, or may at any time after the Closing Date be, responsible for interpreting, administering and enforcing the Gaming Laws.

"Gaming Laws" means all applicable constitutions, treaties, laws, rates, regulations and orders and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over gaming, gambling or casino activities and all rules, rulings, orders, ordinances and regulations of any Gaming Authority applicable to the gambling and gaming businesses or activities of Holdings, the Borrower or any of its Subsidiaries in any jurisdiction, as in effect from time to time (including, without limitation, (a) O.C.G.A. Title 50, Chapter 27, Article 3, (b) all rules and regulations adopted or promulgated thereunder, including Georgia Lottery Corporation Rules 13.1 and 13.2 and (c) any successor statute or other laws relating to gaming in the State of Georgia) and the policies, interpretations and administration thereof by the Gaming Authorities.

"Georgia Lottery Corporation" means the Georgia Lottery Corporation and any successor or other Governmental Authority that has jurisdiction to regulate the gaming business of Holdings or the Borrower.

"Global Intercompany Note" collectively, (a) any Global Intercompany Note and Subordination Agreement delivered by the Loan Parties pursuant to Section 6.10 and substantially in the form of Exhibit P and (b) each other supplement delivered in connection therewith.

"Governmental Authority" means the government of the United States, any other nation or government, any state, provincial, country, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (includes any supra-national bodies such as the European Union or the European Central Bank).

"Governmental Authorization" means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice, declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with any Governmental Authority.

"Granting Lender" has the meaning specified in Section 10.07(h).

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any such obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into primarily for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, *however*, that the term "Guarantee" will not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business; *provided*, *further*, that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement." For avoidance of doubt, the Borrower in its sole discretion may cause any Subsidiary that is not a Guarantor to Guarantee the Secured Obligations by causing such Subsidiary to execute and deliver to the Administrative Agent a Guaranty Supplement (as defined in the Guaranty) and to satisfy the Collateral and Guarantee Requirement, and any such Subsidiary shall thereafter be a Guarantor, Loan Party and Subsidiary Guarantor (and not an Excluded Subsidiary), hereunder for all purposes; *provided* that if such Subsidiary is not organized in an existing Covered Jurisdiction, the jurisdiction or organization of such Subsidiary shall be reasonably satisfactory to the Collateral Agent (taking into account any imposition of fiduciary duties and/or if acting as Collateral Agent or entering into Loan Documents with Persons in such jurisdiction is prohibited by applicable Law or would expose the Collateral Agent, in its capacity as such, to material additional liabilities or political risk).

"Guaranty" means, collectively, (a) the Guaranty substantially in the form of Exhibit F and (b) each other guaranty and guaranty supplement delivered pursuant to Section 6.10.

"Hazardous Materials" means all explosive or radioactive substances or wastes, and all other chemicals, pollutants, contaminants, substances or wastes of any nature regulated pursuant to any Environmental Law due to their dangerous or deleterious properties or characteristics, including petroleum or petroleum distillates, friable asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, per- or 45polyfluoroalkyl substances and toxic mold.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

"Holdings" means LB NewHoldCo, LLC, a Delaware limited liability company.

"Holdings LLCA" means the Amended and Restated Limited Liability Company Agreement of Holdings, dated as of the Closing Date, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Holdings Member" has the meaning specified in the definition set forth in the Holdings LLCA.

"Identified Contingent Liabilities" has the meaning specified in the definitions of "Solvent" and "Solvency".

"IFRS" means the body of pronouncements issued by the International Accounting Standards Board, including International Financial Reporting Standards and interpretations approved by the IASB, as in effect from time to time (except as may be specifically set forth herein), applied on a basis consistent with the past accounting practices and procedures of the Borrower. If there occurs a change in IFRS and such change would cause a change in the method of calculation of any standards, terms or measures (including all computations of amounts and ratios) used in this Agreement (an "Accounting Change"), then the Borrower may elect that such standards, terms or measures shall be calculated as if such Accounting Change had not occurred.

"Illegality Notice" has the meaning specified in Section 3.08(f).

"Immediate Family Members" means, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships, the estate of such individual and such other individuals above) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"Increased Amount" has the meaning specified in Section 7.01(b).

"Incremental Facility Amendment" has the meaning specified in Section 2.14(e).

"Incremental Facility Closing Date" has the meaning specified in Section 2.14(e).

"Incremental Term Loans" has the meaning specified in Section 2.14(a).

"Incur" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary and the terms "Incurred," "Incurring" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication):

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have not been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables or similar obligations, including accrued expenses owed, to a trade creditor), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

(5) Capitalized Lease Obligations of such Person;

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Borrower) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of the type referred to in clauses (1), (2), (3), (4), (5) and (9) hereof of other Persons to the extent guaranteed by such Person; and

(9) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement);

with respect to clauses (1), (2), (3), (4), (5) and (9) above, if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with IFRS.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness. Indebtedness shall be calculated without giving effect to the effects of IFRS 9 and related pronouncements to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

Notwithstanding the foregoing, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, other than Guarantees or other assumptions of Indebtedness;

(ii) Cash Management Obligations;

(iii) any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under IFRS, Non-Financing Lease Obligations, Sale and Leaseback Transactions or any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice;

(iv) obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) incurred prior to the Closing Date or in the ordinary course of business or consistent with past practice;

(v) in connection with the purchase by the Borrower or any Subsidiary of any business, any deferred or prepaid revenue, post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(vi) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes;

(vii) [reserved];

(viii) [reserved];

(ix) Indebtedness of any Parent Entity appearing on the balance sheet of the Borrower solely by reason of push down accounting under IFRS;

(x) Capital Stock (other than in the case of clause (6) above, Disqualified Stock or Preferred Stock of a Subsidiary); or

(xi) amounts owed to dissenting stockholders (including in connection with, or as a result of, exercise of dissenters' or appraisal rights and the settlement of any claims or action (whether actual, contingent or potential)), pursuant to or in connection with a consolidation, amalgamation, merger or transfer of assets that complies with Section 7.04 hereof.

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or in respect of any payment made by or on account of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Independent Financial Advisor" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing; *provided*, *however*, that such firm or appraiser is not an Affiliate of the Borrower.

"Information" has the meaning specified in Section 10.08.

"Initial Agreement" has the meaning specified in Section 7.08(b)(xv).

"Intellectual Property" means all U.S. and non-U.S. (a) patents and patent applications, (b) trademarks, service marks, trade names, trade dress, and other source identifiers, designs and domain names, (c) copyrights, (d) design rights, inventions, original works of authorship, trade secrets, confidential information, know-how and all other intellectual property rights and interests, whether registered or unregistered and (e) all registrations and applications for registration therefor.

"Intercompany Investments" has the meaning assigned to it in clause (a) of the definition of "Permitted Investments".

"Intercompany License Agreement" means any cost sharing agreement, commission or royalty agreement, license or sublicense agreement, distribution agreement, services agreement, IP Rights assignment or transfer agreement, any related agreements or similar agreements, in each case where all parties to such agreement are one or more of the Borrower or a Subsidiary.

"Interest Payment Date" means, (a) as to any SOFR Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; *provided* that if any Interest Period for a SOFR Loan exceeds three (3) months, the respective dates that fall every three (3) months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made.

"Interest Period" means, as to any SOFR Loan, the period commencing on the date such Loan is disbursed or converted to or continued and ending on the date one (1), three (3) or six (6) months thereafter; *provided* that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next 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; and

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made.

"Investment" means, with respect to any Person, (a) all investments by such Person in other Persons (including Affiliates) in the form of any advances, loans or other extensions of credit (excluding (i) accounts receivable, trade credit, advances or extensions of credit to customers, suppliers, future, present or former employees, directors, officers, managers, contractors, consultants or advisors (or their respective Controlled Investment Affiliates or Immediate Family Members) of any Person in the ordinary course of business or consistent with past practice, (ii) any debt or extension of credit represented by a bank deposit other than a time deposit, (iii) intercompany advances arising from cash management, tax and accounting operations and (iv) intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms)) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared in accordance with IFRS and (b) any purchase or other acquisition (other than purchases or other acquisitions of inventory, materials and equipment in the ordinary course of business and capital expenditures), of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person; *provided* that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice will not be deemed to be an Investment.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash and Cash Equivalents by the Borrower or a Subsidiary in respect of such Investment to the extent such amounts do not increase any other baskets under this Agreement.

"Investment Grade Securities" means:

(1) securities issued or directly and fully Guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities issued or directly and fully guaranteed or insured by the Canadian, United Kingdom or Japanese governments, a member state of the European Union, or any agency or instrumentality thereof (other than Cash Equivalents);

(3) debt securities or debt instruments with a rating of "BBB-" or higher from S&P or "Baa3" or higher by Moody's or the equivalent of such rating by such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Rating Organization, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries;

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1), (2) and (3) above which fund may also hold cash and Cash Equivalents pending investment or distribution; and

(5) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"IP Rights" has the meaning specified in Section 5.14.

"IPO" means any transaction whereby, or upon the consummation of which, a Parent Entity of the Borrower's or the Borrower's common equity interests are, or may thereafter be, offered or sold (whether through an initial primary underwritten public offering or otherwise) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act, or to the equivalent registration documents filed with the equivalent authority in the applicable foreign jurisdiction.

"IRS" means the United States Internal Revenue Service.

"Judgment Currency" has the meaning specified in Section 10.17.

"JV Entity" means any joint venture of the Borrower or any Subsidiary that is not a Subsidiary.

"Key Performance Indicator Report" means a report substantially the form of Exhibit R hereto.

"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 Incremental Term Loan, in each case as extended in accordance with this Agreement from time to time.

"Laws" means, collectively, all international, foreign, federal, state, provincial and local statutes, treaties, rules, guidelines, regulations, ordinances, codes 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, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"LCT Election" has the meaning specified in Section 1.09(a).

"LCT Public Offer" has the meaning specified in Section 1.09(a).

"LCT Test Date" has the meaning specified in Section 1.09(a).

"Lender" has the meaning specified in the introductory paragraph to this Agreement and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a "Lender".

"License Revocation" means the revocation, failure to renew or suspension of, or the appointment of a receiver, supervisor, conservator or similar official with respect to, any casino, gambling or gaming license issued by any Gaming Authority covering any casino or gaming operations of the Borrower or any of its Subsidiaries, in each case other than in connection with a disposition permitted under Section 7.04.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien, hypothecation or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof); *provided* that in no event shall Non-Financing Lease Obligations be deemed to constitute a Lien.

"Limited Condition Transaction" means any Investment or acquisition (whether by merger, amalgamation, consolidation or other business combination or the acquisition of Capital Stock, assets or otherwise), whose consummation is not conditioned on the availability of, or on obtaining, third party financing.

"Loan" means an extension of credit or deemed extension of credit by a Lender to the Borrower under Article II in the form of a Term Loan (including any Incremental Term Loans).

"Loan Documents" means, collectively, (i) this Agreement, (ii) the Notes, (iii) each Guaranty, (iv) the Collateral Documents, (v) [reserved], (vi) any Customary Intercreditor Agreement, (vii) any Global Intercompany Note, and (viii) the Fee Letters, in each case as amended.

"Loan Parties" means, collectively, (i) the Borrower, (ii) Holdings and (iii) each other Guarantor.

"Local Time" means local time in New York City, with respect to the times for (i) the determination of "Dollar Equivalent" and (ii) the receipt and sending of notices by and to and the disbursement by or payment to the Administrative Agent or Lender with respect to Loans denominated in Dollars.

"LTM EBITDA" means Consolidated EBITDA of the Borrower and its Subsidiaries measured for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which consolidated financial statements have been or are required to be delivered pursuant to Section 6.01(a) or 6.01(b), in each case with such *pro forma* adjustments giving effect to such Indebtedness, acquisition or Investment, as applicable, since the start of such four quarter period and as are consistent with the *pro forma* adjustments set forth in Section 1.09.

"Management Stockholders" means the members of management of the Borrower (or any Parent Entity) or its Subsidiaries who are holders of Capital Stock of the Borrower or of any Parent Entity on the Closing Date or become holders of such Capital Stock.

"Master Agreement" has the meaning specified in the definition of "Swap Contract".

"Master License" has the meaning specified in Section 5.20.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or condition (financial or otherwise) of the Borrower, (b) the business, assets, operations or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, (c) the material rights and remedies (taken as a whole) of the Administrative Agent, the Collateral Agent or the Lenders under the Loan Documents (other than due to the action or inaction of the Administrative Agent, the Collateral Agent or the Lenders) or (d) the ability of the Borrower and the Guarantors, taken as a whole, to perform their obligations under the Loan Documents.

"Material Real Property" means (a) any fee interest in real property owned by a Loan Party on the Closing Date, having a fair market value (determined as of the Closing Date) equal to or in excess of $1,000,000, as set forth on Schedule 5.22 and (b) any fee interest in real property acquired by any Loan Party following the Closing Date located in the United States with a fair market value (determined as of the date such real property is acquired (or the date of substantial completion or any material improvement thereon or new construction thereof)) equal to or in excess of $1,000,000.

"Maturity Date" means (a) with respect to First-Out Priority Exit Term Loans, the earlier of (i) the fifth (5th) anniversary of the Closing Date and (ii) the date of acceleration of the Loans upon the occurrence of an Event of Default, (b) with respect to Second-Out Priority Exit Term Loans, the earlier of (i) the sixth (6th) anniversary of the Closing Date and (ii) the date of acceleration of the Loans upon the occurrence of an Event of Default, or (c) with respect to any Incremental Term Loan, the maturity date applicable to such Incremental Term Loan in accordance with the terms hereof; *provided* that if any such day is not a Business Day, the Maturity Date shall be the Business Day immediately preceding such day.

"MFN Adjustment" has the meaning specified in Section 2.14(b).

"MFN Qualifying Term Loans" means term loans that (x) are in the form of syndicated term loans, (y) mature on or before the first (1st) anniversary of the Maturity Date of the First-Out Priority Exit Term Loans and (z) are *pari passu* in right of security with the First-Out Priority Exit Term Loans.

"Moody's" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Mortgage" means, collectively, the deeds of trust, trust deeds, deeds of hypothecation, security deeds, immovable hypothecs, and mortgages creating and evidencing a Lien on a Mortgaged Property made by the Loan Parties in favor or for the benefit of the Collateral Agent on behalf of the Secured Parties in form and substance reasonably satisfactory to the Collateral Agent, and any other mortgages executed and delivered pursuant to Section 4.01 and Section 6.10 and/or Section 6.12, as applicable.

"Mortgage Policies" has the meaning specified in paragraph (f) of the definition of "Collateral and Guarantee Requirement".

"Mortgaged Property" means each Material Real Property which shall be subject to a Mortgage delivered pursuant to Section 4.01, Section 6.10 and/or Section 6.12, as applicable.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or during the immediately preceding six (6) years, has made or been obligated to make contributions.

"Nationally Recognized Statistical Rating Organization" means a nationally recognized statistical rating organization within the meaning of Rule 436 under the Securities Act.

"Net Available Cash" with respect to any Asset Disposition or Casualty Event (as applicable) means cash proceeds received (including any cash proceeds received from the sale or other disposition of any non-cash consideration received in any Asset Disposition, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, consulting, investment banking, survey costs, title and recording expenses, title insurance premiums, payments made in order to obtain a necessary consent or required by applicable law, brokerage and sales commissions, relocation expenses, commissions, premiums (including tender premiums), defeasance costs, underwriting discounts, fees, costs and expenses (including original issue discount, upfront fees or similar fees) in connection with such transaction;

(2) all Taxes paid, reasonably estimated to be payable, Tax reserves set aside or payable or accrued as a liability under IFRS (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution or deemed distribution of such proceeds to the Borrower or any of its Subsidiaries, transfer taxes, deed or mortgage recording taxes and Taxes that would be payable in connection with any repatriation of such proceeds), as a consequence of such transaction, including distributions made in accordance with Section 7.06(b)(xxiv) or any transactions occurring or deemed to occur to effectuate a payment under this Agreement;

(3) in the case of any Asset Disposition of assets that do not constitute Collateral, all payments permitted hereunder to be made on any Indebtedness which is secured by any assets subject to such transaction, in accordance with the terms of any Lien upon such assets, or which by applicable law is required to be repaid out of the proceeds from such transaction;

(4) all distributions and other payments required to be made to non-controlling interest or minority interest holders (other than any Parent Entity, the Borrower or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such transaction;

(5) all costs associated with unwinding any related Hedging Obligations in connection with such transaction;

(6) the deduction of appropriate amounts required to be provided by the seller as a reserve, in accordance with IFRS, against any liabilities associated with the assets disposed of in such transaction and retained by the Borrower or any Subsidiary after such transaction, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction;

(7) any portion of the purchase price from such transaction placed in escrow, whether for the satisfaction of any indemnification obligations in respect of such transaction, as a reserve for adjustments to the purchase price associated with any such transaction or otherwise in connection with such transaction; and

(8) the amount of any liabilities (other than Indebtedness in respect of this Agreement and any other Indebtedness secured on an equal or junior priority basis with the foregoing permitted hereunder) directly associated with such asset being sold and retained by the Borrower or any of its Subsidiaries.

"Net Cash Proceeds" with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Borrower and after taking into account any available tax credit or deductions and any tax sharing agreements, and including any distributions made in accordance with Section 7.06(b)(xxiv)).

"Non-Consenting Lender" has the meaning specified in Section 3.06(d).

"Non-Financing Lease Obligation" means any other lease obligation that is not required to be accounted for as a financing or capital lease in accordance with IFRS. For the avoidance of doubt, an operating lease shall be considered a Non-Financing Lease Obligation.

"Note" means the promissory notes of the Borrower payable to a Lender or its registered assigns, in substantially the form of Exhibit C-1 or Exhibit C-2 hereto with appropriate insertions, evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from any Class of Loans made by such Lender.

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

"Obligations" means any principal, interest (including Post-Petition Interest and fees accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Borrower or any Guarantor whether or not a claim for Post-Petition Interest or fees is allowed in such proceedings), penalties, fees, expenses, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Assistant Treasurer, any Managing Director, the Secretary or any Assistant Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of this Agreement by the Board of Directors of such Person.

"Officer's Certificate" means, with respect to any Person, a certificate signed by one Officer of such Person.

"OpCo Plan" has the meaning specified in the Restructuring Support Agreement.

"Organization Documents" means (a) with respect to any corporation or company, the certificate or articles of incorporation, the memorandum and articles of association, any certificates of change of name and/or the bylaws; (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, declaration, 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 Applicable Indebtedness" has the meaning specified in Section 2.05(b)(ii)(C).

"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 Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

"Outstanding Amount" means with respect to any Loan on any date, the outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments thereof occurring on such date.

"Parent Entity" means any direct or indirect parent of the Borrower.

"Parent Entity Expenses" means:

(1) fees, costs and expenses (including all legal, accounting and other professional fees, costs and expenses) Incurred or paid by any Parent Entity in connection with reporting obligations under or otherwise Incurred or paid in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument relating to the Loans, the Guarantees or any other Indebtedness of the Borrower or any Subsidiary, including in respect of any reports filed or delivered with respect to the Securities Act, Exchange Act or the rules and regulations promulgated thereunder;

(2) [reserved];

(3) obligations of any Parent Entity in respect of director and officer insurance (including premiums therefor) to the extent relating to the Borrower and its Subsidiaries;

(4) [reserved];

(5) [reserved];

(6) [reserved];

(7) amounts required to permit any Parent Entity to pay franchise and similar taxes, and other fees and expenses of such Parent Entity, in each case, required to maintain the corporate or other organizational existence of such Parent Entity; and

(8) amounts to finance Investments that would otherwise be permitted to be made pursuant to Section 7.06 hereof if made by the Borrower or a Subsidiary; *provided* that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (B) such Parent Entity shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or equity interests) to be contributed to the capital of the Borrower or one of its Restricted Subsidiaries or (2) the merger, consolidation or amalgamation of the Person formed or acquired into the Borrower or one of its Subsidiaries (to the extent not prohibited by Section 7.04 hereof) in order to consummate such Investment, (C) such Parent Entity and its Affiliates (other than the Borrower or a Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Borrower or a Subsidiary could have given such consideration or made such payment in compliance with this Agreement and such consideration or other payment is included as a Restricted Payment under this Agreement, (D) any property received by the Borrower shall not increase amounts available for Restricted Payments pursuant to Section 7.06(a) hereof and (E) such Investment shall be deemed to be made by the Borrower or such Subsidiary pursuant to a provision of Section 7.06 hereof or pursuant to the definition of "Permitted Investments".

"Participant" has the meaning specified in Section 10.07(e).

"Participant Register" has the meaning specified in Section 10.07(e).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding six (6) years.

"Perfection Certificate" means that certain Perfection Certificate, dated as of the Closing Date, executed and delivered by the Borrower on behalf of the Borrower and each of the Grantors (as defined in the Security Agreement) existing on the Closing Date, substantially in the form of Exhibit Q, and each other perfection certificate or supplement thereof executed and delivered pursuant to Section 6.10.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Permitted Acquisition" means the purchase or other acquisition of property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or equity interests in a Person that, upon the consummation thereof, will be a Subsidiary of the Borrower and a Loan Party (including as a result of a merger or consolidation); *provided* that (i) except in the case of a Limited Condition Transaction (in which case, compliance with this clause (i) shall be determined in accordance with Section 1.09(a)), immediately before and immediately after giving *pro forma* effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing, (ii) after giving effect to any such purchase or other acquisition, the Borrower shall be in compliance with the covenant in Section 6.19 and (iii) subject to the limitations set forth in the Collateral and Guarantee Requirement, (A) the property, assets and businesses acquired in such purchase or other acquisition shall become Collateral and (B) any such newly created or acquired Subsidiary shall become Guarantors, in each case in accordance with Section 6.10 (it being understood and agreed that an acquisition may only constitute a Permitted Acquisition if all or substantially all of the target assets become Collateral and any target entity becomes a Guarantor).

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Borrower or any of the Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with Section 7.05 hereof.

"Permitted Holders" means, collectively, (i) any Primary Permitted Holder and any fund, partnership, co-investment vehicles and/or similar vehicles or accounts, in each case managed or advised by any of the Primary Permitted Holders or their respective Affiliates or any of their respective successors, but not including any portfolio operating companies of any of the foregoing, (ii) the Management Stockholders (including any Management Stockholders holding Capital Stock through an equityholding vehicle) and rollover equity investors, (iii) any heirs, executors, administrators, testamentary trustees, legatees or beneficiaries of a person identified in clause (ii) above, (iv) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a person identified in clause (ii) above, his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants, (v) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the

foregoing, any Permitted Plan or any Person or group that becomes a Permitted Holder specified in the last sentence of this definition are members and any member of such group; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, Persons referred to in subclauses (i) through (iv), collectively, have beneficial ownership of more than 50.0% of the total voting power of the Voting Stock of the Borrower or any Parent Entity held by such group and (vi) any Permitted Plan.

Any Person or group whose acquisition of beneficial ownership constitutes a Change of Control, the Event of Default resulting from which is waived in accordance with the requirements of this Agreement, will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"Permitted Intercompany Activities" means any transactions between or among the Borrower and the Subsidiaries that are entered into in the ordinary course of business or consistent with past practice of the Borrower and the Subsidiaries and, in the reasonable determination of the Borrower are necessary or advisable in connection with the ownership or operation of the business of the Borrower and the Subsidiaries, including (i) payroll, cash management, purchasing, insurance and hedging arrangements; (ii) management, technology and licensing arrangements; and (iii) customary loyalty and rewards programs.

"Permitted Investments" means (in each case, by the Borrower or any of the Subsidiaries):

(a) Investments in (i) a Subsidiary (including the Capital Stock of, or guarantees of obligations of, a Subsidiary) that is a Loan Party or the Borrower or (ii) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Subsidiary that is a Loan Party (collectively, "Intercompany Investments").

(b) Investments in another Person if such Person is engaged, directly or through entities that will be Subsidiaries, in any Similar Business and as a result of such Investment such other Person, in one transaction or a series of transactions, is merged, amalgamated, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets (or such division, business unit, product line or business) to, or is liquidated into, the Borrower or a Subsidiary that is a Loan Party, and any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, consolidation, combination, transfer or conveyance;

(c) (i) Permitted Acquisitions and (ii) any Investment held by a Subsidiary acquired pursuant to a Permitted Acquisition at the time of such Permitted Acquisition; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, consolidation, combination, transfer or conveyance;

(d) Investments in cash, Cash Equivalents or Investment Grade Securities;

(e) Investments in receivables owing to the Borrower or any Subsidiary created or acquired in the ordinary course of business or consistent with past practice;

(f) Investments in payroll, travel, entertainment, relocation, moving related and similar advances that are made in the ordinary course of business or consistent with past practice;

(g) [reserved];

(h) Investments (including debt obligations and equity interests) (a) received in settlement, compromise or resolution of debts created in the ordinary course of business or consistent with

past practice, (b) in exchange for any other Investment or accounts receivable, endorsements for collection or deposit and trade arrangements, (c) as a result of foreclosure, perfection or enforcement of any Lien, (d) in satisfaction of judgments or (e) pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or litigation, arbitration or other disputes or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(i) Investments made as a result of the receipt of promissory notes or other non-cash consideration (including earn-outs) from a sale or other disposition of property or assets, including an Asset Disposition;

(j) Investments existing or pursuant to binding commitments, agreements or arrangements in effect on the Closing Date; *provided* that any such Investment in an outstanding amount in excess of $500,000 shall be listed on Schedule 1.01B and (b) any modification, replacement, renewal, reinvestment or extension of Investments existing on the Closing Date; *provided* that the amount of any such Investment may not be increased except (i) as required by the terms of such Investment or binding commitment as in existence on the Closing Date (including in respect of any unused commitment), plus any accrued but unpaid interest (including any accretion of interest, original issue discount or the issuance of pay-in-kind securities) and premium payable by the terms of such Investment thereon and fees and expenses associated therewith as of the Closing Date or (ii) as otherwise permitted under this Agreement;

(k) Hedging Obligations, including any terminations or unwinding thereof, which transactions or obligations are not prohibited by Section 7.03 hereof;

(l) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under Section 7.01 hereof;

(m) any Investment to the extent made using Capital Stock of the Borrower (other than Disqualified Stock) or Capital Stock of any Parent Entity as consideration;

(n) any transaction to the extent constituting an Investment that is permitted and made in accordance with Section 7.10(b) hereof (except those described in Sections 7.10(b)(i), (iii), (vii), (viii) and (xiii));

(o) Investments consisting of (i) asset purchases (including acquisitions of inventory, supplies, materials, equipment and similar assets) or (ii) licenses, sublicenses, cross-licenses, leases, subleases, assignments, transfers, contributions or other Investments of IP Rights or other intangibles or services in the ordinary course of business pursuant to any joint research or development, joint venture, strategic alliance or marketing arrangements with other Persons or any Intercompany License Agreement and any other Investments made in connection therewith;

(p) (i) Guarantees of Indebtedness not prohibited by Section 7.03 hereof and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business or consistent with past practice, and (ii) performance guarantees and Contingent Obligations with respect to obligations that are permitted by this Agreement;

(q) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by this Agreement;

(r) Investments of a Subsidiary acquired after the Closing Date or of an entity merged or amalgamated into or consolidated with the Borrower or merged or amalgamated into or consolidated with a Subsidiary 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;

(s) contributions to a "rabbi" trust for the benefit of any employee, director, officer, manager, contractor, consultant, advisor or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Borrower, and Investments relating to non-qualified deferred payment plans in the ordinary course of business or consistent with past practice;

(t) [reserved];

(u) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (u) that are at that time outstanding, not to exceed the greater of $15,000,000 and 30.0% of LTM EBITDA (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus unused amounts pursuant to Section 7.06(b)(xvi)(i) and Section 7.06(b)(xxi), plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments received by the Borrower or a Subsidiary (without duplication for purposes of Section 7.06 of any amounts applied pursuant to Section 7.06(a)); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes the Borrower or a Subsidiary that is a Loan Party, such Investment shall thereafter be deemed permitted under clauses (c)(i) or (c)(ii) above and shall not be included as having been made pursuant to this clause (u);

(v) [reserved];

(w) [reserved];

(x) Investments consisting of commissions advances to producers that may not be earned through personal production and that may be earned over time or written off by the Borrower as unearned salary;

(y) guaranty and indemnification obligations arising in connection with surety bonds issued in the ordinary course of business or consistent with past practice;

(z) Investments (a) consisting of purchases and acquisitions of assets or services in the ordinary course of business or consistent with past practice, (b) made in the ordinary course of business or consistent with past practice in connection with obtaining, maintaining or renewing client, franchisee and customer contacts and loans, (c)(i) advances, loans, extensions of credit (including the creation of receivables) or (ii) prepayments made to, and guarantees with respect to obligations of, franchisees, distributors, suppliers, lessors, licensors and licensees, in each case in the ordinary course of business or consistent with past practice or (d) received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business or consistent with past practice;

(aa) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business or consistent with past practice;

(bb) Investments consisting of endorsements for collection or deposit and trade arrangements with customers (or any comparable or similar provisions in other applicable jurisdictions) in the ordinary course of business or consistent with past practice;

(cc) non-cash Investments in connection with tax planning and reorganization activities, Investments in connection with any Permitted Intercompany Activities and related transactions in the ordinary course of business or consistent with past practice;

(dd) Investments made from casualty insurance proceeds in connection with the replacement, substitution, restoration or repair of assets on account of a Casualty Event; and

(ee) so long as no Default or Event of Default shall have occurred and is continuing or would result therefrom, any other Investment so long as, immediately after giving pro forma effect to the Investment and the incurrence of any Indebtedness the net proceeds of which are used to make such Investment, the Consolidated Total Leverage Ratio shall be no greater than 3.00:1.00.

"Permitted Junior Refinancing Debt" means secured Indebtedness incurred by the Borrower in the form of loans or notes and Guarantees with respect thereto by the Borrower or any Subsidiary that is a Loan Party; *provided* that (i) such Indebtedness is secured by the Collateral on a junior basis to the Secured Obligations, is subject to a Customary Intercreditor Agreement, and is not secured by any property or assets of the Borrower and its Subsidiaries other than the Collateral and (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Term Loans, Incremental Term Loans or Refinancing Term Loans.

"Permitted Liens" means with respect to any Person:

(a) Liens on assets or property of a Subsidiary that is not a Guarantor securing Indebtedness and other Obligations of such Subsidiary that is not a Guarantor;

(b) pledges, deposits or Liens (a) in connection with workmen's compensation laws, payroll taxes, unemployment insurance laws, employers' health tax and other social security laws or similar legislation or other insurance related obligations (including in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto), (b) securing liability, reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instruments) for the benefit of insurance carriers under insurance or self-insurance arrangements or otherwise supporting the payments of items set forth in the foregoing clause (a), or (c) in connection with bids, tenders, completion guarantees, contracts, leases, utilities, licenses, public or statutory obligations, or to secure the performance of bids, trade contracts, government contracts and leases, statutory obligations, surety, stay, indemnity, warranty, release, judgment, customs, appeal, performance bonds, guarantees of government contracts, return of money bonds, bankers' acceptance facilities and obligations of a similar nature (including those to secure health, safety and environmental obligations), and obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case incurred in the ordinary course of business or consistent with past practice;

(c) Liens with respect to outstanding motor vehicle fines and Liens imposed by law or regulation, including carriers', warehousemen's, mechanics', landlords', suppliers', materialmen's, repairmen's, architects', construction contractors' or other similar Liens, in each case (i) for amounts not overdue for a period of more than 60 days or, if more than 60 days overdue, are unfiled (or if filed have been discharged or stayed) and no other action has been taken to enforce such Liens or (ii) that are bonded or being contested in good faith by appropriate proceedings;

(d) Liens for Taxes, assessments or other governmental charges which are not yet due and payable or which are being contested in good faith by appropriate proceedings; *provided* that appropriate reserves to the extent required pursuant to IFRS (or other applicable accounting principles) have been made in respect thereof; or for property Taxes on property of the Borrower or one of its Subsidiaries has determined to abandon if such abandonment is otherwise permitted hereunder, and the sole recourse for such Tax is to such property;

(e) encumbrances, charges, ground leases, easements (including reciprocal easement agreements), survey exceptions, restrictions, encroachments, protrusions, by-law, regulation, zoning restrictions or reservations of, or rights of others for, licenses, rights of way, servitudes, sewers, electric lines, drains, telegraph, telephone and cable television lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects and irregularities in title and similar encumbrances) as to the use of real properties, exceptions shown on any Mortgage Policy, or Liens incidental to the conduct of the business of such Person or to the ownership of its properties, including servicing agreements, development agreements, site plan agreements, subdivision agreements, facilities sharing agreements, cost sharing agreements and other similar agreements, charges or encumbrances, which do not in the aggregate materially interfere with the ordinary course conduct of the business of the Borrower and the Subsidiaries, taken as a whole;

(f) Liens (a) securing Hedging Obligations or Cash Management Obligations and the costs thereof; (b) that are rights of set-off, rights of pledge or other bankers' Liens (i) relating to treasury, depository and cash management services or any automated clearing house transfers of funds in the ordinary course of business or consistent with past practice, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any of its Subsidiaries or consistent with past practice or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Subsidiary in the ordinary course of business or consistent with past practice; (c) on cash accounts securing Indebtedness and other Obligations permitted to be Incurred under Section 7.03(b)(viii)(v) with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the UCC or any comparable or successor provision on items in the course of collection and (ii) in favor of a banking or other financial institution or electronic payment service providers arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business in connection with the maintenance of such accounts and (iii) arising under customary general terms and conditions of the account bank in relation to any bank account maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not secure any Indebtedness;

(g) leases, licenses, subleases and sublicenses and Liens on the property covered thereby (including real property and IP Rights) entered into in the ordinary course of business, consistent with past practice or which do not (x) interfere in any material respect with the business of the Borrower or any Subsidiary, taken as a whole or (y) secure any Indebtedness;

(h) Liens securing or otherwise arising out of judgments, decrees, attachments, orders or awards not giving rise to an Event of Default under Section 8.01(g) hereof;

(i) Liens (i) securing Capitalized Lease Obligations, or Purchase Money Obligations, or securing the payment of all or a part of the purchase price of, or securing Indebtedness or other Obligations Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business or consistent with past practice; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be

Incurred under this Agreement and (b) any such Liens may not extend to any assets or property of the Borrower or any Subsidiary other than assets and property affixed or appurtenant thereto and accessions, additions, improvements, proceeds, dividends or distributions thereof, including after-acquired property that is (A) affixed or incorporated into the property or assets covered by such Lien, (B) after-acquired property or assets subject to a Lien securing such Indebtedness, the terms of which Indebtedness require or include a pledge of after-acquired property or assets and (C) the proceeds and products thereof and customary security deposits; *provided* that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender; and (ii) any interest or title of a lessor, sublessor, franchisor, licensor or sublicensor or secured by a lessor's, sublessor's, franchisor's, licensor's or sublicensor's interest under any Capitalized Lease Obligations or Non-Financing Lease Obligations;

(j) Liens arising from UCC financing statements, including precautionary financing statements (or similar filings) regarding operating leases or consignments entered into by the Borrower and the Subsidiaries;

(k) Liens existing on the Closing Date, including any Liens securing any Refinancing Indebtedness of any Indebtedness secured by such Liens; *provided* that any Lien securing Indebtedness or other obligations in excess of $500,000 shall be listed on Schedule 1.01C;

(l) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Subsidiary (or at the time the Borrower or a Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, amalgamation, consolidation or other business combination transaction with or into the Borrower or any Subsidiary); *provided*, *however*, that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Subsidiary (or such acquisition of such property, other assets or stock); *provided*, *further*, that such Liens are limited to all or part of the same property, other assets or stock (plus property and assets affixed or appurtenant thereto and additions, improvements, accessions, proceeds, dividends or distributions thereof, including after-acquired property that is (i) affixed or incorporated into the property or assets covered by such Lien, (ii) after-acquired property or assets subject to a Lien securing such Indebtedness, the terms of which Indebtedness require or include a pledge of after-acquired property or assets and (iii) the proceeds and products thereof) that secured (or, under the written arrangements under which such Liens arose, could secure) the Obligations relating to any Indebtedness or other obligations to which such Liens relate;

(m) Liens securing Obligations relating to any Indebtedness or other Obligations of the Borrower or such Subsidiary owing to the Borrower or another Subsidiary that is a Loan Party, or Liens in favor of the Borrower or any Subsidiary that is a Loan Party or the Administrative Agent;

(n) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under this Agreement; *provided* that any such Lien is limited to all or part of the same property or assets (plus property and assets affixed or appurtenant thereto and additions, improvements, accessions, proceeds, dividends or distributions thereof, including after-acquired property that is (i) affixed or incorporated into the property or assets covered by such Lien, (ii) after-acquired property or assets subject to a Lien securing such Indebtedness, the terms of which Indebtedness require or include a pledge of after-acquired property or assets and (iii) the proceeds and products thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Obligations relating to the Indebtedness or other obligations being refinanced or is in respect of property or assets that is or could be the security for or subject to a Permitted Lien hereunder and such Liens have equal or lesser priority than the Liens in respect of the Indebtedness being refinanced;

(o) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property which the Borrower or any Subsidiary does not own in fee, but has easement rights over, or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(p) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture securing financing arrangement, joint venture or similar arrangement pursuant to any joint venture securing financing arrangement, joint venture or similar agreement;

(q) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(r) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale or purchase of goods entered into in the ordinary course of business or consistent with past practice;

(s) Liens securing the Secured Obligations and the Guarantees;

(t) Liens securing Indebtedness and other Obligations under Section 7.03(b)(v) hereof; *provided* that if such Indebtedness is assumed, such Liens shall only be permitted if such Liens are (1) limited to all or part of the same property or assets, including Capital Stock (plus property and assets affixed or appurtenant thereto and additions, improvements, accessions, proceeds, dividends or distributions thereof, including after-acquired property that is (i) affixed or incorporated into the property or assets covered by such Lien, (ii) after-acquired property or assets subject to a Lien securing such Indebtedness, the terms of which Indebtedness require or include a pledge of after-acquired property or assets and (iii) the proceeds and products thereof) acquired, or of any Person acquired or merged, consolidated or amalgamated with or into the Borrower or any Subsidiary, in any transaction to which such Indebtedness or other Obligation relates, and (2) solely in the case of Acquired Indebtedness, not created in contemplation of any such transaction to which such Indebtedness relates; *provided*, *further*, that, in the event that the Liens granted pursuant to this clause (t) with respect to Indebtedness incurred pursuant to Section 7.03(b)(v) for the purpose of financing a Permitted Acquisition or other similar Permitted Investment are Liens on the Collateral, then such Liens must be junior to the Liens on the Collateral securing the Secured Obligations and the holders of the obligations secured by such Liens, or their duly appointed agent, shall become party to a Customary Intercreditor Agreement;

(u) Liens securing Indebtedness and other Obligations under Section 7.03(a) or Sections 7.03(b)(vii)(i), (xi), (xiv) or (xx) hereof; *provided* that, (w) in the case of Section 7.03(b)(vii)(i), the related Indebtedness represented by such Capitalized Lease Obligations, Purchase Money Obligations or other obligations shall not be secured by any property, equipment or assets of the Borrower or any Subsidiary other than the property, equipment or assets so acquired, leased, expanded, constructed, installed, replaced, repaired or improved and any proceeds therefrom and other than assets and property affixed or appurtenant thereto and accessions, additions, improvements, proceeds, dividends or distributions thereof, including after-acquired property that is (i) affixed or incorporated into the property or assets covered by such Lien, (ii) after-acquired property or assets subject to a Lien securing such Indebtedness, the terms of which Indebtedness require or include a pledge of after-acquired property or assets and (iii) the proceeds and products thereof, (x) in the case of Section 7.03(b)(xi), such Liens cover only the assets of such non-Loan Party or assets that do not constitute Collateral and (y) in each case, only to the extent permitted to be secured thereby; *provided*, *further*, that, in the event that the Liens granted pursuant to this clause (u) with respect to Indebtedness incurred pursuant to Section 7.03(b)(xiv) and

Section 7.03(b)(xx) are Liens on the Collateral, then such Liens must be junior to the Liens on the Collateral securing the Secured Obligations and the holders of the obligations secured by such Liens, or their duly appointed agent, shall become party to a Customary Intercreditor Agreement;

(v) [reserved];

(w) [reserved];

(x) Liens deemed to exist in connection with Investments permitted under clause (4) of the definition of "Cash Equivalents";

(y) Liens on (i) goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Borrower or any Subsidiary or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments and (ii) specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or documentary letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(z) Liens on vehicles or equipment of the Borrower or any Subsidiary in the ordinary course of business or consistent with past practice;

(aa) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by this Agreement;

(bb) (a) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto, and (b) Liens, pledges, deposits made or other security provided to secure liabilities to, or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of), insurance carriers in the ordinary course of business or consistent with past practice;

(cc) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted under this Agreement;

(dd) Liens (i) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an Investment permitted under this Agreement to be applied against the purchase price for such Investment or otherwise in connection with any escrow arrangements with respect to any such Investment (including any letter of intent or purchase agreement with respect to such Investment), and (ii) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in an asset sale, in each case, solely to the extent such Investment or sale, transfer, lease or other disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(ee) Liens in an aggregate principal amount not to exceed $1,000,000 at any time outstanding; *provided* that such Liens do not secure Indebtedness for borrowed money;

(ff) [reserved];

(gg) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 7.03 hereof; *provided* that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(hh) [reserved];

(ii) Settlement Liens;

(jj) rights of recapture of unused real property in favor of the seller of such property set forth in customary purchase agreements and related arrangements with any government, statutory or regulatory authority;

(kk) the rights reserved to or vested in any Person or government, statutory or regulatory authority by the terms of any lease, license, grant or permit held by the Borrower or any Subsidiary or by a statutory provision, to terminate any such lease, license, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(ll) restrictive covenants affecting the use to which real property may be put and Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; *provided* that such Liens or covenants do not interfere with the ordinary conduct of the business of the Borrower or any Subsidiary;

(mm) Liens on property, assets or Permitted Investments used to defease or to satisfy or discharge Indebtedness; *provided* that such defeasance, satisfaction or discharge is not prohibited by this Agreement;

(nn) Liens relating to escrow arrangements securing Indebtedness, including (i) Liens on escrowed proceeds from the issuance of Indebtedness for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters, arrangers, trustee or collateral agent thereof) and (ii) Liens on cash or Cash Equivalents set aside at the time of the incurrence of any Indebtedness, in either case to the extent such cash or Cash Equivalents prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in an escrow account or similar arrangement to be applied for such purpose;

(oo) Liens arising in connection with any Permitted Intercompany Activities;

(pp) Liens incurred to cash collateralize letters of credit incurred in the ordinary course of business or consistent with past practice;

(qq) Liens arising in connection with a permitted Sale and Leaseback Transaction; *provided* that such Liens extend only to the assets sold and leased back thereunder; and

(rr) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by law.

For purposes of this definition, the term Indebtedness shall be deemed to include interest on such Indebtedness including interest which increases the principal amount of such Indebtedness. In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of incurrence or at a later date), the Borrower in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with Section 7.01 hereof and such Permitted Lien shall be treated as having been made pursuant only to the clause or clauses of this definition to which such Permitted Lien has been classified or reclassified; *provided* that Liens incurred pursuant to clause (s) of this definition may not be reclassified.

"Permitted Payments" has the meaning specified in Section 7.06(b).

"Permitted Plan" means any employee benefits plan of the Borrower or any of its Affiliates and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan.

"Permitted Unsecured Refinancing Debt" means unsecured Indebtedness incurred by the Borrower in the form of loans or notes and Guarantees with respect thereto by the Borrower or any Subsidiary that is a Loan Party; *provided* that such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Term Loans, Incremental Term Loans or Refinancing Term Loans.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"Petition Date" has the meaning specified in the recitals to this Agreement.

"PIK Election" has the meaning specified in Section 2.08(d).

"PIK Election Notice" has the meaning specified in Section 2.08(d).

"PIK Interest" has the meaning specified in Section 2.08(d).

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) other than a Foreign Plan, established or maintained by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Platform" has the meaning specified in Section 6.02.

"Post-Petition Interest" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not a claim therefor is allowed or allowable in any such bankruptcy or insolvency proceeding.

"Preferred Stock" as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Present Fair Salable Value" has the meaning specified in the definitions of "Solvent" and "Solvency".

"Primary Permitted Holder" shall mean any of the following: Anchorage Capital Management, L.L.C., Arbour Lane Capital Management LP, Bardin Hill Investment Partners, Beach Point Capital Management LP, Contrarian Capital Management, LLC, Fortress Credit Advisors LLC, Metlife Investment Management, LLC and Willow Tree Credit Partners, LP.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. (as determined by the Administrative Agent) or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as reasonably determined by the Administrative Agent) or any similar

release by the FRB (as reasonably determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Company Costs" means, as to any Person, costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs relating to compliance with the provisions of the Securities Act and the Exchange Act or other comparable body of laws, rules or regulations, as companies with listed equity, directors' compensation, fees and expense reimbursement, costs relating to enhanced accounting functions and investor relations, stockholder meetings and reports to stockholders, directors' and officers' insurance and other executive costs, legal and other professional fees, listing fees and other transaction costs, in each case to the extent arising solely by virtue of the listing of such Person's equity securities on a national securities exchange or issuance of public debt securities.

"Public Lender" has the meaning specified in Section 6.02.

"Purchase Money Obligations" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, expansion, construction, installation, replacement, repair or improvement of property (real or personal), equipment or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"Qualified Capital Stock" means any Capital Stock of the Borrower that is not Disqualified Stock.

"Qualified Person" means any Person that is reasonably acceptable to the Administrative Agent, other than (a) to the extent required by applicable Gaming Laws, any Lender that is the subject of a Disqualification Event, (b) any Defaulting Lender, or (c) any Disqualified Lender.

"Recipient" means (a) the Administrative Agent or (b) any Lender, as applicable.

"refinance" means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms "refinances," "refinanced" and "refinancing" as used for any purpose in this Agreement shall have a correlative meaning.

"Refinancing Amendment" means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent (solely to the extent required by the definition of "Required Debt Terms" or Section 2.18) and the Borrower executed by each of (a) the Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto.

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness (or unutilized commitment in respect of Indebtedness) existing on the Closing Date or Incurred (or established) in compliance with this Agreement including Indebtedness that refinances Refinancing Indebtedness, and Indebtedness incurred pursuant to a commitment that refinances any Indebtedness or unutilized commitment; *provided*, *however*, that:

(1) (a) such Refinancing Indebtedness does not mature prior to, and has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of, the Indebtedness, Disqualified Stock or Preferred Stock being refunded, refinanced, replaced, exchanged, renewed, repaid or extended (or requires no or nominal payments in cash (other than interest payments) prior to the date that is 91 days after the maturity date of the Term Loans); and (b) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, such Refinancing Indebtedness is Subordinated Indebtedness, and is subordinated to the Secured Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being refinanced;

(2) Refinancing Indebtedness shall not include Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Borrower or a Guarantor;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of (x) the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) of the Indebtedness being refinanced plus (y) an amount equal to any unutilized commitment relating to the Indebtedness being refinanced or otherwise then outstanding under a Facility or other financing arrangement being refinanced to the extent the unutilized commitment being refinanced could be drawn in compliance with Section 7.03 hereof immediately prior to such refinancing, plus (z) accrued and unpaid interest, dividends, premiums (including tender premiums), defeasance costs, underwriting discounts, fees, costs and expenses (including original issue discount, upfront fees or similar fees) in connection with such refinancing;

(4) if the Indebtedness being refunded, refinanced, replaced, exchanged, renewed, repaid or extended is secured by a Lien on the Collateral such Refinancing Indebtedness may be unsecured or secured by a Lien on the same collateral as such Indebtedness (pursuant to substantially similar collateral documentation), (a) in the case of any such Indebtedness being so refinanced that is secured by a Lien on the Collateral that ranks *pari passu* with the Lien securing the Secured Obligations, that is *pari passu* with or junior to the Lien securing the Secured Obligations and (b) in the case of any such Indebtedness being so refinanced that is secured by a Lien ranking junior to the lien securing the Collateral, that is junior to the Lien securing the Secured Obligations, in each case provided that the holders of the obligations secured by such Liens, or their duly appointed agent, shall become party to a Customary Intercreditor Agreement; *provided* that any Refinancing Indebtedness that refinances the Secured Obligations may only be secured by a Lien on the Collateral that ranks junior to the Lien securing the Secured Obligations; and

(5) without duplication of clauses (1) through (4) above, if such Refinancing Indebtedness is Incurred to refinance any Credit Agreement Refinancing Indebtedness (or any successive Refinancing Indebtedness in respect thereto permitted under Section 7.03(b)(i)), then the terms of such Refinancing Indebtedness shall also comply with clause (c) of the definition of "Required Debt Terms" (regardless of whether such Refinancing Indebtedness is Credit Agreement Refinancing Indebtedness).

"Refinancing Term Loans" means one or more tranches of Term Loans that result from a Refinancing Amendment.

"Refunding Capital Stock" has the meaning specified in Section 7.06(b)(ii).

"Register" has the meaning specified in Section 10.07(d).

"Regulation S-X" means Regulation S-X under the Securities Act.

"Rejection Notice" has the meaning specified in Section 2.05(b)(v).

"Release" means any release, spill, emission, discharge, disposal, leaking, pumping, pouring, dumping, emptying, injection, or leaching into the Environment.

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Reportable Event" means, with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.

"Request for Credit Extension" means with respect to a Borrowing, conversion or continuation of Term Loans, a Committed Loan Notice.

"Required Debt Terms" means, (a) in respect of any Refinancing Term Loans (in addition to the applicable terms under clause (c) below), any Refinancing Term Loans do not mature prior to the maturity date of or have a shorter Weighted Average Life to Maturity prior to the Facility being refinanced (without giving effect to any amortization or prepayments on outstanding Term Loans), (b) [reserved], and (c) in respect of any Credit Agreement Refinancing Indebtedness: (i) to the extent secured by the Collateral, a Customary Intercreditor Agreement is entered into, (ii) such Indebtedness shall have the same guarantors as the Indebtedness being refinanced unless such guarantors substantially concurrently guarantee the Secured Obligations, (iii) such Indebtedness is secured by the same assets as the Indebtedness being refinanced unless such assets substantially concurrently secure the Secured Obligations, (iv) the other terms and conditions (excluding pricing, interest rate margins, rate floors, "most favored nations" provisions, discounts, fees, premiums and prepayment or redemption terms and provisions which shall be determined by the Borrower) of such Indebtedness shall not be materially more restrictive on the Borrower and its Subsidiaries (when taken as whole) than the terms and conditions of this Agreement (when taken as a whole) (except for covenants or other provisions applicable only to periods after the Latest Maturity Date of any Facility remaining outstanding after giving effect to the incurrence or issuance of such Indebtedness) (it being understood that to the extent any covenant is added for the benefit of any Refinancing Term Loans, no consent shall be required from the Administrative Agent or any Lender to the extent that such covenant is also added for the benefit of any Facility remaining outstanding after the incurrence or issuance of such Refinancing Term Loans (as determined by the Borrower in good faith)), (v) such Indebtedness shall be (A) contractually subordinated to the Term Loans, and on the same basis, if the Indebtedness being refinanced was contractually subordinated to the Term Loans in right of payment, and (B) secured by Liens junior to the Liens securing the Secured Obligations, if the Indebtedness being refinanced was secured by Liens junior to the Liens securing the Secured Obligations (it being understood and agreed that any Indebtedness incurred in order to refinance the Secured Obligations may only be secured by a Lien that ranks junior to the Secured Obligations), (vi) [reserved], and (vii) if such Indebtedness is in the form of notes, such Indebtedness does not mature prior to the maturity date of or have a shorter Weighted Average Life to Maturity or have mandatory redemption features (other than customary asset sale, insurance and condemnation proceeds events, an IPO, change of control offers, "excess cash flow" sweeps or events of default) that could result in redemptions of such Indebtedness prior to the maturity date of the Indebtedness that is being refinanced (without giving effect to any amortization or prepayments on outstanding Term Loans, as applicable).

"Required First-Out Priority Exit Term Lenders" means, as of any date of determination, Lenders holding at least 50.1% of the outstanding First-Out Priority Exit Term Loans; *provided* that the portion of the First-Out Priority Exit Term Loans held or deemed held by any Defaulting Lender or Disqualified Lender shall be excluded for all purposes of making a determination of Required First-Out Priority Exit Term Lenders.

"Required Lenders" means, as of any date of determination, Lenders holding at least 50.1% of the Total Outstandings; *provided* that the portion of the Total Outstandings held or deemed held by any Defaulting Lender or Disqualified Lender shall be excluded for all purposes of making a determination of Required Lenders.

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

"Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer or other similar officer or director of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Casualty Event" has the meaning specified in Section 2.05(b)(vi).

"Restricted Disposition" has the meaning specified in Section 2.05(b)(vi).

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Payment" has the meaning specified in Section 7.06(a).

"Restructuring Support Agreement" means the Restructuring Support Agreement, dated as of June 8, 2023, by an among the Debtors, Lucky Bucks Holdings LLC, a Delaware limited liability company, the Consenting Lenders (as defined therein) party thereto, the Consultants (as defined therein) party thereto and the Sponsors (as defined therein) party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

"S&P" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Sale and Leaseback Transaction" means any arrangement providing for the leasing by the Borrower or any of its Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Borrower or such Subsidiary to a third Person in contemplation of such leasing.

"Sanctioned Country" means, at any time, a country or territory which is itself the subject or target of any comprehensive economic Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria, Crimea, the so-called Donetsk People's Republic or Luhansk People's Republic regions, Kherson, Zaporizhzhia, and such other regions of Ukraine over which any Sanctions authority imposes comprehensive Sanctions).

"Sanctioned Person" means, at any time, any Person that is the target of Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union or its member states, Canada or United Kingdom (including His Majesty's Treasury of the United Kingdom), (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned 50.0% or more, or where relevant under Sanctions, controlled (as defined under the relevant Sanctions) by any such Person or Persons described in clauses (a) or (b), directly or indirectly.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union or its member states, Canada or United Kingdom (including His Majesty's Treasury of the United Kingdom).

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

"Second-Out Priority Exit Term Commitment" means, as to any Lender, its allocation of Second-Out Priority Exit Term Loans to be made on the Closing Date, pursuant to Section 2.01 in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(b) under the caption "Second-Out Priority Exit Term Commitment", or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. The initial aggregate amount of the Second-Out Priority Exit Term Commitments is $69,742,925.84.

"Second-Out Priority Exit Term Loans" means the rolled term loans made pursuant to Section 2.01.

"Second-Out Priority Exit Term Loan Standstill Period" has the meaning specified in Section 8.01(b).

"Secured Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan, 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, fees, expenses and other amounts that accrue after the commencement by or against any Loan Party or any other Subsidiary of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, expenses and other amounts are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Secured Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts, in each case, payable by any Loan Party or any other Subsidiary under any Loan Document and (b) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that the Administrative Agent, the Collateral Agent, or any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary.

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.01(c).

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Security Agreement" means, collectively, the Security Agreement executed by the Loan Parties party thereto on the Closing Date substantially in the form of Exhibit G and as supplemented by any Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Security Agreement Supplement" means a supplement to the Security Agreement as contemplated by such Security Agreement.

"Settlement" means the transfer of cash or other property with respect to any credit or debit card charge, check or other instrument, electronic funds transfer, or other type of paper-based or electronic payment, transfer, or charge transaction for which a Person acts as a processor, remitter, funds recipient or funds transmitter in the ordinary course of its business.

"Settlement Asset" means any cash, receivable or other property, including a Settlement Receivable, due or conveyed to a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person or an Affiliate of such Person.

"Settlement Indebtedness" means any payment or reimbursement obligation in respect of a Settlement Payment.

"Settlement Lien" means any Lien relating to any Settlement or Settlement Indebtedness (and may include, for the avoidance of doubt, the grant of a Lien in or other assignment of a Settlement Asset in consideration of a Settlement Payment, Liens securing intraday and overnight overdraft and automated clearing house exposure, and similar Liens).

"Settlement Payment" means the transfer, or contractual undertaking (including by automated clearing house transaction) to effect a transfer, of cash or other property to effect a Settlement.

"Settlement Receivable" means any general intangible, payment intangible, or instrument representing or reflecting an obligation to make payments to or for the benefit of a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person.

"Similar Business" means (a) any businesses, services or activities engaged in by the Borrower or any of its Subsidiaries on the Closing Date and (b) any businesses, services and activities engaged in by the Borrower or any of its Subsidiaries that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

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

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Loan bearing interest at a rate determined by reference to the Adjusted Term SOFR.

"Solvent" and "Solvency" means with respect to any Person on any date of determination, that on such date (a) the Fair Value and the Present Fair Salable Value of the assets of such Person and its Subsidiaries taken as a whole exceed their Stated Liabilities and Identified Contingent Liabilities; (b) such Person and its Subsidiaries taken as a whole do not have Unreasonably Small Capital; and (c) such Person

and its Subsidiaries taken as a whole can pay their Stated Liabilities and Identified Contingent Liabilities as they mature. For purposes of the foregoing, (i) "Fair Value" means the amount at which the assets (both tangible and intangible), in their entirety, of a Person and its Subsidiaries taken as a whole would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act; (ii) "Present Fair Salable Value" means the amount that could be obtained by an independent willing seller from an independent willing buyer if the assets (both tangible and intangible) of a Person and its Subsidiaries taken as a whole are sold on a going concern basis with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated; (iii) "Stated Liabilities" means the recorded liabilities (including contingent liabilities that would be recorded in accordance with IFRS) of a Person and its Subsidiaries taken as a whole, determined in accordance with IFRS consistently applied; (iv) "Identified Contingent Liabilities" means the maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other contingent liabilities of a Person and its Subsidiaries taken as a whole (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities), as identified and explained in terms of their nature and estimated magnitude by responsible officers of such Person; (v) "can pay their Stated Liabilities and Identified Contingent Liabilities as they mature" means a Person and its Subsidiaries taken as a whole have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or (in the case of contingent liabilities) otherwise become payable; and (vi) "do not have Unreasonably Small Capital" means a Person and its Subsidiaries taken as a whole have sufficient capital to ensure that it is a going concern.

"SPC" has the meaning specified in Section 10.07(h).

"Specified Default" means the occurrence of an Event of Default under Section 8.01(a) or Section 8.01(f).

"Stated Liabilities" has the meaning specified in the definitions of "Solvent" and "Solvency".

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Subordinated Indebtedness" means, with respect to any person, any Indebtedness (whether outstanding on the Closing Date or thereafter Incurred), which is expressly subordinated in right of payment to the Secured Obligations pursuant to a written agreement.

"Subsidiary" means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

(a) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity; or

(3) any partnership, joint venture, limited liability company or similar entity of which such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

Unless otherwise specified, "Subsidiary" shall mean any Subsidiary of the Borrower.

"Subsidiary Guarantor" means, collectively, the Subsidiaries of the Borrower that are Guarantors.

"Successor Company" has the meaning specified in Section 7.04(a)(ii)(A).

"Supermajority Lenders" means, as of any date of determination, Lenders holding at least 66 and 2/3% of the Total Outstandings; *provided* that the portion of the Total Outstandings held or deemed held by, any Defaulting Lender or Disqualified Lender shall be excluded for all purposes of making a determination of Supermajority Lenders.

"Supplemental Administrative Agent" has the meaning specified in Section 9.13(a) and "Supplemental Administrative Agents" shall have the corresponding meaning.

"Survey" means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six (6) months prior to the date of delivery thereof unless there shall have occurred within six (6) months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, (v) sufficient for the Title Company to remove all standard survey exceptions from the Mortgage Policy relating to such Mortgaged Property and issue the endorsements of the type required by paragraph (f) of the definition of "Collateral and Guarantee Requirement" and (vi) otherwise reasonably acceptable to the Administrative Agent.

"Swap Contract" means (a) any and all Hedging Obligations, whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master

agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, deductions, charges, duties, assessments, fees and withholdings and any charges of a similar nature (including backup withholding, interest, additions to tax, penalties and other liabilities with respect thereto) that are imposed by any Governmental Authority or other taxing authority.

"Term Loans" means the First-Out Priority Exit Term Loans, Second-Out Priority Exit Term Loans and Incremental Term Loans.

"Term SOFR" means, (a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (Local Time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

"Term SOFR Adjustment" means, for any calculation with respect to a SOFR Loan, 0.15% per annum.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Test Period" means, at any date of determination, the most recently completed four consecutive fiscal quarters of the Borrower ending on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 6.01(a) or 6.01(b); or, if earlier, are internally available to the Borrower; *provided* that with respect to the calculation of compliance with Section 7.09, in each case, internally available financial statements shall be disregarded with respect to this definition and such calculations shall instead be based on the financial statements for the most recent period of four consecutive fiscal quarters for which financial statements have been or are required to have been delivered pursuant to Section 6.01(a) or (b), as applicable.

"Threshold Amount" means the greater of $10,000,000 and 20.0% of LTM EBITDA.

"Title Company" means any reputable nationally recognized title insurance company as reasonably acceptable to the Administrative Agent which shall be retained by Borrower to issue the Mortgage Policies.

"Top Parent" means Lucky Bucks Holdings LLC, a Delaware limited liability company.

"Total Assets" means, as of any date, the total consolidated assets of the Borrower and its Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Borrower and its Subsidiaries, determined on a *pro forma* basis.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans.

"Transaction Expenses" means any fees, costs and expenses (including (x) all legal, accounting and other professional fees, costs and expenses and (y) underwriting fees, costs and expenses (including original issue discount, upfront fees or similar fees)) incurred or paid by the Borrower or any Subsidiary in connection with the Transactions described in clauses (i) and (ii) of the definition of "Transactions" (including pursuant to the Restructuring Support Agreement).

"Transactions" means, collectively, (i) the execution, delivery and initial borrowings under this Agreement and the other Loan Documents, (ii) the implementation of the OpCo Plan, the Restructuring (as defined in the Restructuring Support Agreement) and the consummation of any other transaction in connection with the foregoing and (iii) the payment of all Transaction Expenses.

"Treasury Capital Stock" has the meaning specified in Section 7.06(b)(ii).

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a SOFR Loan.

"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.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from 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 Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

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

"Undisclosed Administration" means in relation to a Lender or its parent company the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"United States" and "U.S." mean the United States of America.

"United States Tax Compliance Certificate" has the meaning specified in Section 3.01.

"Unrestricted Cash" means an amount equal to the greater of (a) the cash and Cash Equivalents of the Borrower and its Subsidiaries that would not appear as "restricted" on a consolidated balance sheet of the Borrower and its Subsidiaries and (b) zero; *provided* that the amount described in this definition shall exclude Vault Cash.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"Vault Cash" means any cash that is (a) maintained in any coin operated amusement machine, video game terminal, redemption machine and/or any cash cartridge associated therewith, (b) in any locked cash cartridge while in transit between operating locations of the Borrower and/or any Subsidiary and/or any coin operated amusement machine or video game terminal location and/or (c) in any cash vault at any operating location of the Borrower and/or any Subsidiary.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"Weighted Average Life to Maturity" when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient (in number of years) obtained by dividing: (1) the sum of the products obtained by multiplying (a) the number of years (calculated to the nearest one-twelfth) from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock, by (b) the amount of such payment, by (2) the sum of all such payments; *provided* that, for purposes of determining the Weighted Average Life to Maturity of any Indebtedness, the effects of any prepayments or amortization made on such Indebtedness prior to the date of such determination will be disregarded.

"Withdrawal Liability" means the liability of a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"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.

"WSFS" means Wilmington Savings Fund Society, FSB.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) 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."

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

(h) Unless the context otherwise requires, for all purposes of this Agreement and the Loans, references to "principal amount" of the Loans include any increase in the principal amount of the outstanding Loans as a result of the payment of paid-in-kind interest.

Section 1.03 Accounting Terms. 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 Agreement shall be prepared in conformity with IFRS except as otherwise specifically prescribed herein. Notwithstanding anything to the contrary above or elsewhere in this Agreement, all obligations of any Person that are required to be treated as operating leases for purposes of IFRS shall be accounted for as operating leases (and not be treated as financing or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (including the calculation of Capitalized Lease Obligation, Consolidated Cash Interest Expense, Consolidated EBITDA, Consolidated Total Leverage Ratio, LTM EBITDA and Indebtedness) (whether or not such operating lease obligations were in effect on such date).

Section 1.04 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this 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).

Section 1.05 References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period" or as otherwise expressly provided herein) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Currency Equivalents Generally.

(a) For purposes of determining compliance with Sections 7.01, 7.03 and 7.06 with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Lien, Indebtedness or Investment is incurred; *provided* that for the avoidance of doubt, the foregoing provisions of this Section 1.08 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be incurred at any time under such Sections.

(b) For purposes of determining compliance under Sections 7.05 and 7.06, any amount in a currency other than Dollars will be converted to Dollars in a manner consistent with that used in calculating net income in the Borrower's annual financial statements delivered pursuant to Section 6.01(a); *provided* that the foregoing shall not be deemed to apply to the determination of any amount of Indebtedness.

(c) For purposes of determining compliance with any restriction on the incurrence of Indebtedness, the Dollar Equivalent of the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the 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 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 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.

Section 1.09 Certain Calculations and Tests.

(a) When calculating the availability under any basket or ratio under this Agreement or compliance with any provision of this Agreement in connection with any Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence, issuance or assumption of Indebtedness and the use of proceeds thereof, the incurrence or creation of Liens, repayments, Restricted Payments and Asset Dispositions), in each case, at the option of the Borrower (the Borrower's election to exercise such option, an "LCT Election"), the date of determination for availability under any such basket or ratio and whether any such action or transaction is permitted (or any requirement or condition therefor is complied with or satisfied (including as to the absence of any continuing Default or Event of Default)) under this Agreement shall be deemed to be the date (the "LCT Test Date") either (a) the definitive agreement for such Limited Condition Transaction is entered into, or (b) solely in connection with an acquisition to which the United Kingdom City Code on Takeovers and Mergers applies, the date on which a "Rule 2.7 announcement" of a firm intention to make an offer (or equivalent announcement in another jurisdiction) (an "LCT Public Offer") in respect of a target of a Limited Condition Transaction and, in each case, if, after giving *pro forma* effect to the Limited Condition Transaction and any actions or transactions related thereto (including acquisitions, Investments, the incurrence, issuance or assumption of Indebtedness and the use of proceeds thereof, the incurrence or creation of Liens, repayments, Restricted

Payments and Asset Dispositions) and any related *pro forma* adjustments, the Borrower or any of its Subsidiaries would have been permitted to take such actions or consummate such transactions on the relevant LCT Test Date in compliance with such ratio, test or basket (and any related requirements and conditions), such ratio, test or basket (and any related requirements and conditions) shall be deemed to have been complied with (or satisfied) for all purposes (in the case of Indebtedness, for example, whether such Indebtedness is committed, issued, assumed or incurred at the LCT Test Date or at any time thereafter); *provided* that (a) if financial statements for one or more subsequent fiscal quarters shall have become available, the Borrower may elect, in its sole discretion, to redetermine all such ratios, tests or baskets on the basis of such financial statements, in which case, such date of redetermination shall thereafter be the applicable LCT Test Date for purposes of such ratios, tests or baskets and (b) except as contemplated in the foregoing clause (a), compliance with such ratios, test or baskets (and any related requirements and conditions) shall not be determined or tested at any time after the applicable LCT Test Date for such Limited Condition Transaction and any actions or transaction related thereto (including acquisitions, Investments, the incurrence, issuance or assumption of Indebtedness and the use of proceeds thereof, the incurrence or creation of Liens, repayments, Restricted Payments and Asset Dispositions).

For the avoidance of doubt, if the Borrower has made an LCT Election, (1) if any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date would at any time after the LCT Test Date have been exceeded or otherwise failed to have been complied with as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in EBITDA or total assets of the Borrower or the Person subject to such Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have been exceeded or failed to have been complied with as a result of such fluctuations; (2) if any related requirements and conditions (including as to the absence of any continuing Default or Event of Default) for which compliance or satisfaction was determined or tested as of the LCT Test Date would at any time after the LCT Test Date not have been complied with or satisfied (including due to the occurrence or continuation of an Default or Event of Default), such requirements and conditions will not be deemed to have been failed to be complied with or satisfied (and such Default or Event of Default shall be deemed not to have occurred or be continuing); and (3) in calculating the availability under any ratio, test or basket in connection with any action or transaction unrelated to such Limited Condition Transaction following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement for such Limited Condition Transaction is terminated (or, if applicable, the offer in respect of an LCT Public Offer for such acquisition is terminated), without consummation of such Limited Condition Transaction, any such ratio, test or basket shall be determined or tested giving *pro forma* effect to such Limited Condition Transaction.

(b) [Reserved].

(c) Notwithstanding anything to the contrary herein, any calculation or measure that is determined with reference to the Borrower's financial statements (including Consolidated EBITDA, Consolidated Interest Expense, Consolidated Net Income and Consolidated Total Leverage Ratio) may be determined with reference to the financial statements of a Parent Entity delivered in accordance with the requirements set forth in the penultimate paragraph of Section 6.01.

(d) For purposes of making the computations and determinations referred to in this Agreement that are based on, or incorporate, a determination of Consolidated Net Income, Consolidated EBITDA, LTM EBITDA and/or Consolidated Total Indebtedness, any Investments, acquisitions, dispositions, mergers, consolidations, operational changes, business expansions and disposed or discontinued operations that have been made by the Borrower or any of its Subsidiaries, during the reference period (or, other than for purposes of the Financial Covenant, subsequent to the reference period and on or prior to or simultaneously with the date of such computation) shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations, operational

changes, business expansions and disposed or discontinued operations (and the change in Consolidated Net Income and/or Consolidated EBITDA (or any respective component thereof) resulting therefrom) had occurred on the first day of the reference period. If since the beginning of such period any Person that subsequently became a Subsidiary or was merged with or into the Borrower or any of its Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation, operational change, business expansion or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the applicable computations shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable reference period.

(e) For purposes of this Agreement, whenever *pro forma* effect is to be given to a transaction, the *pro forma* calculations shall be made in good faith by a responsible financial or chief accounting officer of the Borrower (and may include, for the avoidance of doubt, cost savings, operating expense reductions and synergies resulting from such transaction which is being given pro forma effect, subject to and without duplication of the applicable limitations and other terms of the definition of "Consolidated EBITDA"). If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date such Indebtedness was incurred had been the applicable rate for the reference period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with IFRS. For purposes of making the computations referred to in the preceding paragraphs, interest on any Indebtedness under a revolving credit facility computed with a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the reference period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Borrower may designate.

(f) Notwithstanding anything to the contrary herein, for purposes of the covenants described in Article VII, if any Indebtedness, Lien, Investment, disposition, Restricted Payment or payment of Subordinated Indebtedness (or a portion thereof) would be permitted pursuant to one or more provisions described in each applicable Section, the Borrower may divide and classify such Indebtedness, Lien, Investment, disposition, Restricted Payment or payment of Subordinated Indebtedness (or a portion thereof) in any manner that complies with the covenants set forth in such Section, and may later divide and reclassify any such Indebtedness, Lien, Investment, disposition, Restricted Payment or payment of Subordinated Indebtedness so long as the Indebtedness, Lien, Investment, disposition, Restricted Payment or payment of Subordinated Indebtedness (as so redivided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such redivision or reclassification.

Section 1.10 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term

SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) 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 the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this 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.

Section 1.11 Divisions. For all purposes under the Loan 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 be a disposition of such asset, right, obligation or liability 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 and acquired on the first date of its existence by the holders of its equity interests at such time.

ARTICLE II

The Commitments and Credit Extensions

Section 2.01 The Loans.

(a) The First-Out Priority Exit Term Loans. Subject to the terms and conditions set forth herein, and in accordance with the procedures outlined in the OpCo Plan, each Lender with a First-Out Priority Exit Term Commitment as set forth on Schedule 2.01(a) severally agrees to make to the Borrower a Loan denominated in Dollars on the Closing Date in an aggregate principal amount not to exceed $34,757,074.16 in accordance with the pro rata allocations set forth on Schedule 2.01(a) under the heading "First-Out Priority Exit Term Commitment". The First-Out Priority Exit Term Commitments with respect to the First-Out Priority Exit Term Loans will be initially provided and funded through the Fronting Lender in accordance with the terms of the Fronting Agreement.

(b) The Second-Out Priority Exit Term Loans. Subject to the terms and conditions set forth herein, and in accordance with the procedures outlined in the OpCo Plan, each Lender's Rolled Term Loans (as defined in the Existing DIP Credit Agreement) will be deemed to have been made as a term loan by such Lender and borrowed by the Borrower on the Closing Date in an aggregate principal amount not to exceed $69,742,925.84, in accordance with the pro rata allocations set forth on Schedule 2.01(b) under the heading "Second-Out Priority Exit Term Commitment". The deemed borrowing by the Borrower of the Second-Out Priority Exit Term Loans shall not entitle the Borrower to receive any cash or other consideration from any Lender with respect to such borrowing and, notwithstanding that no such cash is exchanged, such borrowing shall constitute Second-Out Priority Exit Term Loans outstanding under this Agreement subject to the prepayment provisions set forth herein.

(c) Amounts borrowed (or, in the case of Second-Out Priority Exit Term Loans, deemed borrowed) under this Section 2.01 and repaid or prepaid may not be reborrowed.

(d) The Loans, including the Second-Out Priority Exit Term Loans, may be Base Rate Loans or SOFR Loans, as further provided herein.

Section 2.02 Borrowings, Conversions and Continuations of Loans.

(a) The Borrowing of First-Out Priority Exit Term Loans shall be made upon the Borrower's irrevocable written notice, on behalf of the Borrower, to the Administrative Agent and the Fronting Lender. Each conversion of Loans from one Type to the other and each continuation of SOFR Loans shall be made upon the Borrower's irrevocable written notice, on behalf of the Borrower, to the Administrative Agent. Each such notice must be received by the Administrative Agent and the Fronting Lender, as applicable, substantially in the form attached hereto as Exhibit A not later than 12:00 p.m., Local Time, three (3) U.S. Government Securities Business Days before the date of the proposed Borrowing (or such shorter period as agreed to by the Required Lenders). Each notice by the Borrower pursuant to this Section 2.02(a) must be by hand delivery, telecopy or electronic transmission to the Administrative Agent and the Fronting Lender, as applicable, of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Committed Loan Notice shall specify (i) the aggregate amount of the requested Borrowing, conversion or continuation, as the case may be, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the duration of the Interest Period with respect thereto and (iv) if applicable, the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.02(b). If the Borrower fails to give a timely notice requesting a continuation, then the applicable Loans shall be continued as SOFR Loans with an Interest Period of one (1) month. Any such automatic continuation shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower requests a Borrowing of or continuation of SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month. For the avoidance of doubt, the Borrower and the Lenders acknowledge and agree that any conversion or continuation of an existing Loan shall be deemed to be a continuation of that Loan with a converted interest rate methodology and not a new Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Appropriate Lender (including the Fronting Lender, if applicable) of the amount of its Applicable Percentage of the applicable Class of Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Appropriate Lender of the details of any automatic conversion or continuation described in Section 2.02(a). In the case of a Borrowing, the Fronting Lender shall make (or cause its Applicable Lending Office to make) the amount of its Loan available to the Administrative Agent by wire transfer in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m., Local Time on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.01, the Administrative Agent shall make all requested funds so received available to the Borrower designated in the Committed Loan Notice in like funds as received by the Administrative Agent by wire transfer of such funds, in each case in accordance with wire instructions provided to (and reasonably acceptable to) the Administrative Agent (at the direction of the Required Lenders) by the Borrower.

(c) Except as otherwise provided herein, a SOFR Loan may be continued only on the last day of an Interest Period for such SOFR Loan unless the Borrower pays the amount due, if any, under Section 3.04 in connection therewith. If an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then so long as such Event of Default is continuing, no outstanding Loans may be continued for an Interest Period of more than one month's duration.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate. The determination of the Adjusted Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error.

Section 2.03 [Reserved].

Section 2.04 [Reserved].

Section 2.05 Prepayments.

(a) Optional Prepayments.

(i) The Borrower may, upon notice to the Administrative Agent by the Borrower, at any time or from time to time, voluntarily prepay the Term Loans in whole or in part without premium or penalty; *provided* that (1) such notice must be received by the Administrative Agent not later than 12:00 p.m., Local Time, (A) three (3) Business Days prior to any date of prepayment of SOFR Loans and (B) one (1) Business Day prior to any date of prepayment of Base Rate Loans and (2) any prepayment of SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein; *provided* that such notice may be conditional with respect to the consummation of a transaction that is the source of funds for such repayment. Any prepayment of a SOFR Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.04. Each prepayment of the Loans pursuant to this Section 2.05(a) shall be applied on a pro rata basis to each Class of Term Loans and within each Class of Term Loans in accordance with the waterfall set forth in Section 8.04, in direct order of maturity of any installment payments (if applicable), and shall be paid to the Appropriate Lenders in accordance with their respective Applicable Percentages.

(ii) [Reserved].

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Borrower may rescind any notice of prepayment under Section 2.05(a) if such prepayment would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or shall otherwise be delayed.

(b) Mandatory Prepayments.

(i) Within ten (10) Business Days after financial statements have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(a), commencing with the fiscal year ending December 31, 2023, the Borrower shall cause to be prepaid an aggregate principal amount of Term Loans equal to (A) 75.0% of Excess Cash Flow, if any, for the fiscal year covered by such financial statements, to the extent pro forma Unrestricted Cash after giving effect to such prepayment would not be less than $10,000,000; ***minus*** at the Borrower's option, (B) the sum of (i) all voluntary prepayments of Term Loans (including any payments made pursuant to Section 2.05(a) or (d) or Section 3.06) during such fiscal year (and, without duplication of any deduction with respect to any other fiscal year, at the Borrower's option, following the last day of such fiscal year and on or prior to such required prepayment date) (including any debt buyback or prepayments at a discount to par under such facilities, with credit given for the actual amount of the cash payment), (ii) [reserved], and (iii) any capital expenditures (to the extent the amounts are to be used for capital expenditures, including any of the foregoing

for which an agreement (or commitment or binding letter of intent) then exists), in each case, made during such fiscal year (and, without duplication of any deduction with respect to any other fiscal year, at the Borrower's option, following the last day of such fiscal year and on or prior to such required prepayment date), in the case of each of the immediately preceding clauses (i), (ii), and (iii), to the extent such prepayments and redemptions are not funded with the proceeds of Funded Debt (other than revolving indebtedness).

(ii) (A) Subject to Section 2.05(b)(ii)(B), and any Customary Intercreditor Agreement, if following the Closing Date (x) the Borrower or any Subsidiary consummates any non-ordinary course sale, transfer or other disposition of property or assets permitted by Section 7.05(a) and clauses (7) though (29) of the definition of "Asset Disposition", which in the aggregate results in the realization or receipt by the Borrower or such Subsidiary of Net Available Cash in excess of $5,000,000 in any given fiscal year in the case of each of a single Asset Disposition or Casualty Event or series of related Asset Dispositions or Casualty Events, (y) any Casualty Event occurs, which in the aggregate results in the realization or receipt by the Borrower or such Subsidiary of Net Available Cash in excess of $5,000,000 in any given fiscal year in the case of each of a single Asset Disposition or Casualty Event or series of related Asset Dispositions or Casualty Events, or (z) the Borrower or any Subsidiary receives any cash proceeds from any Extraordinary Receipt in excess of $5,000,000 in the aggregate in any given fiscal year, the Borrower shall notify the Administrative Agent of such Asset Disposition, Casualty Event or Extraordinary Receipt (which notice shall include the prepayment date and a reasonably detailed calculation of the amount of proceeds received or to be received by such Loan Party) and make a prepayment, in accordance with Section 2.05(b)(ii)(C), of an aggregate principal amount of Term Loans equal to 100.0% of such proceeds (the "Applicable Proceeds") realized or received (only to the extent of the amount in excess of the applicable $5,000,000 threshold in such fiscal year); *provided* that no such prepayment shall be required pursuant to this Section 2.05(b)(ii)(A) (I) with respect to such portion of such proceeds that the Borrower intends to reinvest in accordance with Section 2.05(b)(ii)(B), (II) until the aggregate amount of proceeds is reinvested in accordance with Section 2.05(b)(ii)(B) within the time periods set forth therein or (III) with respect to such portion of such proceeds that is used to repay Other Applicable Indebtedness as permitted under Section 2.05(b)(ii)(C).

(B) With respect to any Applicable Proceeds realized or received with respect to any Asset Disposition, any Casualty Event or any Extraordinary Receipt, at the option of the Borrower, the Borrower and the Subsidiaries may reinvest (including capital expenditures) an amount equal to all or any portion of such Applicable Proceeds not to exceed $10,000,000 in the aggregate during the term of this Agreement in (i) Additional Assets (including by means of an investment in Additional Assets by a Subsidiary) or (ii) in any one or more businesses (*provided* such business will be a Subsidiary) within one hundred twenty (120) days (or one hundred twenty (120) days after the one hundred twenty (120) day period following receipt of such Applicable Proceeds if a contractual commitment to reinvest is entered into within one hundred twenty (120) days, so long as such reinvestment is actually completed within one hundred twenty (120) days after the end of such reinvestment period) following receipt of such Applicable Proceeds; *provided* that if any Applicable Proceeds are not so reinvested by the deadline specified above, or if such Applicable Proceeds are no longer intended to be or cannot be so reinvested at any time after delivery of a notice of reinvestment election, an amount equal to such Applicable Proceeds shall be applied, in accordance with Section 2.05(b)(ii)(C), to the prepayment of the Term Loans as set forth in this Section 2.05. Any Applicable Proceeds arising from Collateral may only be reinvested in assets that become Collateral.

(C) On each occasion that the Borrower must make a prepayment of the Term Loans pursuant to this Section 2.05(b)(ii), the Borrower shall, within ten (10) Business Days after the date of realization or receipt of such Applicable Proceeds (or, in the case of prepayments required pursuant to Section 2.05(b)(ii)(B), within ten (10) Business Days of the deadline specified therein, or of the date the Borrower reasonably determines that such Applicable Proceeds are no longer intended to be or cannot be so reinvested), make a prepayment, in accordance with Section 2.05(b)(v) below, of the principal amount of Term Loans in an amount equal to such Applicable Proceeds realized or received; *provided*, *further*, that with respect to any prepayment required by Section 2.05(b)(ii)(A)(x) or (y), the Borrower may use a portion of such Applicable Proceeds to prepay or repurchase Indebtedness secured by the Collateral on a *pari passu* basis with the Liens securing the Secured Obligations (the "Other Applicable Indebtedness") to the extent required pursuant to the terms of the documentation governing such Other Applicable Indebtedness, in which case, the amount of prepayment required to be made with respect to such Applicable Proceeds pursuant to this Section 2.05(b)(ii)(C) shall be deemed to be the amount equal to the product of (x) the amount of such Applicable Proceeds required to be repaid and (y) a fraction, the numerator of which is the outstanding principal amount of Term Loans required to be prepaid pursuant to this Section 2.05(b)(ii)(C) and the denominator of which is the sum of the outstanding principal amount of such Other Applicable Indebtedness required to be prepaid pursuant to the terms of the documents governing such Other Applicable Indebtedness and the outstanding principal amount of Term Loans required to be prepaid pursuant to this paragraph (for the avoidance of doubt, amounts described in this clause (y) in the calculation of such fraction shall be deemed to refer to then outstanding principal amount of such Indebtedness subject to such prepayment requirement, prior to giving effect to any reduction in the amount thereof as the result of such prepayment) and to the extent that the holders of Other Applicable Indebtedness do not accept such prepayment or repurchase, the amount that would otherwise be used to prepay or repurchase such Other Applicable Indebtedness shall be applied to prepayment of the Term Loans in accordance with Section 2.05(b)(v) below.

(iii) If, following the Closing Date, the Borrower or any Subsidiary incurs or issues any (A) Refinancing Term Loans, (B) Refinancing Indebtedness with respect to Indebtedness permitted pursuant to Section 7.03(b)(i) or (C) Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.03, the Borrower shall cause to be prepaid an aggregate principal amount of Term Loans equal to 100.0% of all Net Available Cash received therefrom (x) in the case of (A) or (B), concurrently with the receipt of such Net Available Cash or (y) in the case of (C) on or prior to the date which is one (1) Business Day after the receipt of such Net Available Cash.

(iv) Each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied on a pro rata basis (or, to the extent a lesser prepayment is required pursuant to the applicable Incremental Facility Amendment with respect to any applicable Class of Incremental Term Loans, a less than pro rata basis) to each Class of Term Loans and within each Class of Term Loans, to the remaining installments thereof, if applicable, *pro rata* in direct order of maturity pursuant to Section 2.07, in each case, in accordance with the waterfall set forth in Section 8.04. Each such prepayment of any Class of Term Loans shall be paid to the Lenders in accordance with their respective Applicable Percentages subject to clause (v) of this Section 2.05(b).

(v) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to clauses (i), (ii) and (iii) of this Section 2.05(b) prior to 12:00 p.m. Local Time at least three (3) 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 amount of such prepayment. The Administrative Agent will promptly notify each Appropriate Lender of the contents of the Borrower's prepayment notice and of such Appropriate Lender's Applicable Percentage of the prepayment with respect to any Class of Term Loans. Each Appropriate Lender may reject all or a portion of its Applicable Percentage of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Term Loans required to be made pursuant to clause (i) or (ii) of this Section 2.05(b) by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrower no later than 5:00 p.m. Local Time one (1) Business Day prior to the date of such prepayment. Each Rejection Notice from a given Lender shall specify the principal amount of the mandatory prepayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory repayment of Term Loans. Any Declined Proceeds shall be retained by the Borrower.

(vi) Notwithstanding any other provision of this Section 2.05(b), (i) to the extent that any or all of the Net Available Cash of any Asset Disposition by a Foreign Subsidiary otherwise giving rise to a prepayment pursuant to Section 2.05(b)(ii) (a "Restricted Disposition"), the Net Available Cash of any Casualty Event of a Foreign Subsidiary (a "Restricted Casualty Event") or Excess Cash Flow or Extraordinary Receipts attributable to Foreign Subsidiaries would be prohibited, delayed or restricted by applicable local law from being distributed or otherwise transferred to the Borrower, the realization or receipt of the portion of such Net Available Cash or Excess Cash Flow or Extraordinary Receipts so affected will not be taken into account in measuring the Borrower's obligation to repay Term Loans at the times provided in Section 2.05(b)(i), or the Borrower shall not be required to make a prepayment at the time provided in Section 2.05(b)(ii), as the case may be, for so long, but only so long, as the applicable local law will not permit such distribution or transfer (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all commercially reasonable actions available under the applicable local law to permit such repatriation), and once distribution or transfer of any of such affected Net Available Cash or Excess Cash Flow or Extraordinary Receipts is permitted under the applicable local law, the amount of such Net Available Cash or Excess Cash Flow or Extraordinary Receipts permitted to be distributed or transferred (net of additional Taxes payable or reserved against as a result thereof) will be promptly (and in any event not later than three (3) Business Days after such distribution or transfer is permitted) taken into account in measuring the Borrower's obligation to repay the Term Loans pursuant to this Section 2.05(b) to the extent provided herein, and (ii) to the extent that the Borrower has determined in good faith that repatriation of any or all of the Net Available Cash of any Restricted Disposition or any Restricted Casualty Event or Excess Cash Flow or Extraordinary Receipts, in each case attributable to Foreign Subsidiaries, (x) would have a material adverse tax consequence as reasonably determined by the Borrower and the Required Lenders (including any withholding tax and taking into account any foreign tax credit or benefit received in connection with such repatriation) or (y) would be subject to material constituent document restrictions (as a result of minority ownership by third parties) and other material agreements (so long as any prohibition is not created in contemplation of such prepayment), the amount of the Net Available Cash or Excess Cash Flow or Extraordinary Receipts so affected shall not be taken into account in measuring the Borrower's obligation to repay Term Loans pursuant to this Section 2.05(b). Notwithstanding the foregoing, (x) the Borrower and its Foreign Subsidiaries will undertake to use commercially reasonable efforts for one year to overcome or eliminate any such restrictions (subject to the considerations above and as determined in the Borrower's reasonable business judgment) to make the relevant prepayment and (y) any prepayments required after application of the above provision shall be net of any costs, expenses or Taxes (other than any Taxes already taken into account in the definition of "Net Available Cash" or "Excess Cash Flow"

or "Extraordinary Receipts", as applicable) incurred by the Borrower or any of its Affiliates and arising as a result of compliance with immediately preceding clause (x).

(c) Interest, Funding Losses, Etc. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon in the currency in which such Loan is denominated, together with, in the case of any such prepayment on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such Loan pursuant to Section 3.04.

(d) [Reserved.]

Section 2.06 Termination or Reduction of Commitments.

(a) [Reserved].

(b) Mandatory. The First-Out Priority Exit Term Commitment of each Lender shall be automatically and permanently reduced to $0 upon the making of such Lender's First-Out Priority Exit Term Loans pursuant to Section 2.01(a).

Section 2.07 Repayment of Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the applicable Lenders (a) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter to occur after the Closing Date, an aggregate principal amount equal to 0.25% of the aggregate principal amount of the First-Out Priority Exit Term Loans funded on the Closing Date, (b) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter to occur after the Closing Date, an aggregate principal amount equal to 0.25% of the aggregate principal amount of the Second-Out Priority Exit Term Loans established on the Closing Date, (c) on the Maturity Date for the First-Out Priority Exit Term Loans, the aggregate principal amount of all First-Out Priority Exit Term Loans outstanding on such date and (d) on the Maturity Date for the Second-Out Priority Exit Term Loans, the aggregate principal amount of all Second-Out Priority Exit Term Loans outstanding on such date; *provided* that payments required by Sections 2.07(a) and (b) above shall be reduced as a result of the application of prepayments in accordance with Section 2.05, as applicable. In the event any Incremental Term Loans are made, such Incremental Term Loans shall be repaid by the Borrower in the amounts and on the dates set forth in the definitive documentation with respect thereto and on the applicable Maturity Date thereof.

Section 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), (i) each SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Adjusted Term SOFR for such Interest Period plus the Applicable Rate; and (ii) each 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 Rate. For the avoidance of doubt, (i) the Second-Out Priority Exit Term Loans shall be the same Type of Loans comprising the borrowing of the First-Out Priority Exit Term Loans, (ii) the Second-Out Priority Exit Term Loans shall have the same Interest Period as the First-Out Priority Exit Term Loans and (iii) each Interest Period of the Second-Out Priority Exit Term Loans shall end on the same date as the Interest Period of the First-Out Priority Exit Term Loans.

(b) The Borrower shall pay interest on past due amounts under this Agreement at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand to the fullest extent permitted by and subject to applicable Laws, including in relation to any required additional agreements.

(c) Interest on each Loan shall be due and payable in cash in the currency in which such Loan is denominated in arrears on each Interest Payment Date applicable thereto (including the Maturity Date) 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.

(d) Notwithstanding anything to the contrary contained in this Section 2.08, and so long as no Event of Default has occurred and is continuing, the Borrower may elect, at its option, to pay in kind (a "PIK Election") up to 5.00% per annum of the interest due on the principal amount of the Second-Out Priority Exit Term Loans (such interest subject to the PIK Election, "PIK Interest"). PIK Interest shall be capitalized by adding to the outstanding principal amount of the Second-Out Priority Exit Term Loans such PIK Interest on the applicable Interest Payment Date. The Borrower shall make a PIK Election with respect to any Interest Payment Date by providing irrevocable notice of such election (the "PIK Election Notice") no later than 2:00 p.m., Local Time, not less than three (3) Business Days prior to such Interest Payment Date. Each PIK Election Notice shall include information to the following effect: (i) that the Borrower is making a PIK Election, (ii) the relevant Interest Payment Date and (iii) the portion of the then-applicable interest rate to be paid as PIK Interest. If the Borrower does not deliver a PIK Election Notice in accordance with the immediately preceding sentence, the interest on the Loans will be payable on the related Interest Payment Date entirely in cash.

Section 2.09 Fees and Premiums.

(a) Backstop Premium. The Borrower shall pay to the Lenders with First-Out Priority Exit Term Commitments that provided (or are Affiliates of Lenders that provided) backstop commitments in respect of the First-Out Priority Exit Term Loans, on a pro rata basis in accordance with their (or their applicable Affiliates') First-Out Priority Exit Term Commitments as of June 8, 2023, a premium (the "Backstop Premium") in an amount equal to 5.00% of the aggregate amount of the First-Out Priority Exit Term Commitments under the Exit Commitment Letter and Term Sheet (without giving effect to the reduction mechanic set forth therein), other than such First-Out Priority Exit Term Commitments in respect of First-Out Priority Exit Term Loans intended to be used to refinance outstanding New Money Term Loans (as defined in the Existing DIP Credit Agreement), which Backstop Premium shall be payable in cash on the Closing Date (and may be netted from the proceeds of the First-Out Priority Exit Term Loans).

(b) Commitment Premium. The Borrower shall pay to the Lenders with First-Out Priority Exit Term Commitments, on a pro rata basis in accordance with their First-Out Priority Exit Term Commitments, a premium (the "Commitment Premium") in an amount equal to 4.00% of the aggregate amount of the First-Out Priority Exit Term Commitments under the Exit Commitment Letter and Term Sheet (without giving effect to the reduction mechanic set forth therein), other than such First-Out Priority Exit Term Commitments in respect of First-Out Priority Exit Term Loans intended to be used to refinance outstanding New Money Term Loans (as defined in the Existing DIP Credit Agreement), which Commitment Premium shall be payable in cash on the Closing Date (and may be netted from the proceeds of the First Out Priority Exit Term Loans).

(c) Other Fees. The Borrower shall pay to the Agents and the Fronting Lender 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 (except as expressly agreed between the Borrower and the applicable Agent or the Fronting Lender, as the case may be).

Section 2.10 Computation of Interest, Fees and Premiums.

(a) All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate 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 three hundred sixty (360) day year and actual days elapsed. Interest shall accrue on each Loan for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan or such portion is paid; *provided* that any such Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(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.

(b) [Reserved].

(c) The parties acknowledge and agree that all calculations of interest under the Loan Documents are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

Section 2.11 Evidence of Indebtedness. The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by one or more entries in the Register. 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 Secured Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the Register, the Register shall be conclusive in the absence of demonstrable error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note payable to such Lender or its registered assigns, 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, amount and maturity of its Loans and payments with respect thereto.

Section 2.12 Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office and in immediately available funds not later than 2:00 p.m., Local Time, on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Applicable Lending Office. All payments received by the Administrative Agent after 2:00 p.m., Local Time, shall (in the sole discretion of the Administrative Agent) be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. All payments under each Loan Document of principal or interest in respect of any Loan (or of any breakage indemnity in respect of any Loan) shall be made in the currency of such Loan, and, except as otherwise expressly set forth in any Loan Document, all other payments under each Loan Document shall be made in Dollars.

(b) 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; *provided* that, if such extension would cause payment of interest on or principal of SOFR Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(c) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower failed to make such payment, then the applicable Lender agrees to pay to the Administrative Agent forthwith on demand the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, it being understood that nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. When such Lender makes payment to the Administrative Agent (together with all accrued interest thereon), then such payment amount (excluding the amount of any interest which may have accrued and been paid in respect of such late payment) shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at the interest rate applicable to such Loan. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.12(c) shall be conclusive, absent demonstrable error.

(d) 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 Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV 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.

(e) The obligations of the Lenders hereunder to make Loans are several and not joint. The failure of any Lender to make any Loan or to fund any such participation 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 or purchase its participation.

(f) 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.

(g) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.04. If the Administrative Agent receives funds for application to the Secured Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Applicable Percentage the Outstanding Amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Secured Obligations then owing to such Lender.

Section 2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans, *pro rata* with each of them; *provided* that (x) if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon and (y) the provisions of this Section 2.13 shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of demonstrable error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Secured Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Secured Obligations purchased.

Section 2.14 Incremental Credit Extensions.

(a) At any time and from time to time, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request to add one or more additional tranches of term loans (any such additional tranche of term loans, including delayed draw term loans, the "Incremental Term Loans") in Dollars by the Borrower and the Lenders providing such Incremental Term Loans; *provided* that, subject to the Limited Condition Transaction provisions hereunder, at the time of the incurrence of any such Incremental Term Loans, no Default or Event of Default shall have occurred and be continuing or would exist after giving effect thereto and, except for Incremental Term Loans in an aggregate principal amount of up to $5,000,000, the Consolidated Total Leverage Ratio, calculated on a pro forma basis, is not greater than 4.50:1.00. Each Incremental Term Loans shall be in an integral multiple of $1,000,000 and be in an aggregate principal amount that is not less than $5,000,000 in case of Incremental Term Loans, *provided* that such amount may be less than the applicable minimum amount if such amount represents all the remaining availability hereunder as set forth above. Notwithstanding anything to the contrary herein, the aggregate amount of all Incremental Term Loans (determined at the time of incurrence), shall not exceed $25,000,000.

(b) Any Incremental Term Loans (i) shall have pricing, interest rate margins (including "most favored nation" provisions), discounts, premiums, rate floors, currencies and fees and, subject to clauses (ii) and (iii), amortization schedule and other terms, in each case, as determined by the Borrower and the Lenders thereunder (*provided* that, if the Effective Yield of any Incremental Term Loans that are MFN Qualifying Term Loans (determined as of the initial funding date for such Incremental Term Loan) exceeds the Effective Yield of the existing Term Loans immediately prior to the effectiveness of the applicable Incremental Facility Amendment by more than 0.50% per annum, the Applicable Rate and/or, as set forth below, the interest rate floor relating to such existing Term Loans shall be adjusted such that the Effective Yield of such Term Loans is equal to the Effective Yield of such Incremental Term Loans minus 0.50% per annum, it being understood and agreed that the relative rate differentials in any pricing grid specified in the Applicable Rate shall continue to be maintained (the foregoing, including all qualifications and exceptions thereto, collectively, the "MFN Adjustment"); *provided*, *further*, that any increase in Effective Yield with respect to the existing Term Loans due to the application of an interest rate floor to any Incremental Term Loan greater than the interest rate floor applicable to the applicable existing Term Loans shall be effected solely through an increase in the interest rate floor applicable to such existing Term Loans, (ii) any Incremental Term Loan shall not have a final maturity date earlier than the Maturity Date applicable to the First-Out Priority Exit Term Loans, (iii) any Incremental Term Loan shall not have a Weighted Average Life to Maturity that is shorter than the remaining Weighted Average Life to Maturity of the First-Out Priority Exit Term Loans (without giving effect to any prepayments or amortization), (iv) shall not be guaranteed by any person other than the Loan Parties and, to the extent secured, shall not be secured by any assets other than the Collateral (*provided* that in the case of any Incremental Term Loan that is funded into escrow, such Incremental Term Loan may be secured by the applicable funds and related assets held in escrow (and the proceeds thereof) until such Incremental Term Loan is released from escrow), and (v) for purposes of voluntary and mandatory prepayments, shall, unless less favorable treatment is otherwise agreed by the Lenders providing such Incremental Term Loans, share ratably in (or, if junior in right of payment or as to security, on a junior basis with respect to the First-Out Priority Exit Term Loans) any voluntary and mandatory prepayments of the First-Out Priority Exit Term Loans.

(c) [Reserved].

(d) Any Incremental Term Loan shall be on terms and pursuant to documentation to be determined by the Borrower and the Lenders providing such Incremental Term Loans; *provided*, that, to the extent such terms and documentation are not consistent with the First-Out Priority Exit Term Loans

(except to the extent permitted under this Section 2.14), they shall (except for covenants or other provisions applicable only to the periods after the Latest Maturity Date of all of the initial Facilities extended on the Closing Date) be reasonably satisfactory to the Administrative Agent (it being understood to the extent that any covenant is added for the benefit of any Incremental Term Loan, no consent shall be required from the Administrative Agent or any Lender to the extent that such covenant is also added for the benefit of the existing Term Loans (or, in the case of a financial covenant, the First-Out Priority Exit Term Loans).

(e) Each notice from the Borrower pursuant to this Section 2.14 shall set forth the requested amount and proposed terms of the relevant Incremental Term Loans. The Borrower must first seek commitments in respect of any Incremental Term Loans from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and, if such existing Lenders decline to participate, from additional banks, financial institutions and other institutional lenders or investors who will become Lenders in connection therewith ("Additional Lenders") that elects to extend Incremental Term Loans. If not already a Lender, such Additional Lender shall become a Lender under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, such Additional Lender, the Administrative Agent. No Incremental Facility Amendment shall require the consent of any Lenders other than the Additional Lenders with respect to such Incremental Facility Amendment. No Lender shall be obligated to provide any Incremental Term Loans unless it so agrees. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.14. The effectiveness of any Incremental Facility Amendment shall be subject to the satisfaction on the date thereof (each, an "Incremental Facility Closing Date") of each of the conditions set forth in Section 4.02 (it being understood that (x) all references to "the date of such Credit Extension" in Section 4.02 shall be deemed to refer to the Incremental Facility Closing Date and (y) if the proceeds of such Incremental Term Loans are to be used, in whole or in part, to finance a Limited Condition Transaction, (A) the only representations and warranties that will be required to be true and correct in all material respects as of the applicable Incremental Facility Closing Date shall be customary specified representations and (B) subject to the Limited Condition Transaction provisions hereunder, Section 4.02(b) shall not apply). The proceeds of any Incremental Term Loans will be used only for funding Permitted Acquisitions, working capital needs and other general corporate purposes permitted under this Agreement.

Section 2.15 [Reserved].

Section 2.16 Defaulting Lenders.

(a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "Required Lenders" and "Required First-Out Priority Exit Term Lenders" and in Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.09 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*,

as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released *pro rata* in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.01 or Section 4.02, as applicable, were satisfied or waived, such payment shall be applied solely to pay the Loans of, all Lenders that are not Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders *pro rata* in accordance with the Commitments under the applicable Facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.16 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held *pro rata* by the Lenders in accordance with the Commitments under the applicable Facility, whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; *provided*, *further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.17 [Reserved].

Section 2.18 Refinancing Facilities.

(a) At any time after the Closing Date, the Borrower may obtain, from any Lender (to the extent agreed to by such Lender in its sole discretion), Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Term Loans then outstanding under this Agreement (which will be deemed to include any then outstanding Incremental Term Loans) or any then outstanding Refinancing Term Loans pursuant to a Refinancing Amendment, together with any applicable Customary Intercreditor Agreement or other customary subordination agreement; *provided* that such Credit Agreement Refinancing Indebtedness (i) will, to the extent secured, rank junior in right of payment and of security with the other Loans and Commitments hereunder; *provided* that no Credit Agreement Refinancing Indebtedness shall be secured by any assets not securing the Secured Obligations (but for the avoidance of doubt, such Credit Agreement Refinancing Indebtedness may be unsecured), (ii) will, to the extent permitted by the definition

of "Credit Agreement Refinancing Indebtedness," have such pricing, interest rate margins (including "MFN" provisions), rate floors, discounts, fees, premiums and prepayment or redemption provisions and terms as may be agreed by the Borrower and the Lenders with respect thereto and (iii) must be offered to all Lenders holding the applicable Loans at such time on the same terms on a pro rata basis. The effectiveness of any Refinancing Amendment shall be subject to, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of reaffirmation agreements and board resolutions, officers' certificates and legal opinions consistent with those delivered on the Closing Date. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Refinancing Term Loans) and any Indebtedness being replaced or refinanced with such Credit Agreement Refinancing Indebtedness shall be deemed permanently reduced and satisfied in all respects. Subject to Section 10.07, any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, to effect the provisions of this Section.

(b) This Section 2.18 shall supersede any provisions of Section 10.01 to the contrary.

ARTICLE III

Taxes, Increased Costs Protection and Illegality

Section 3.01 Taxes.

(a) Except as required by applicable law, any and all payments by or with respect to any obligation of the Borrower or any Guarantor to or for the account of any Recipient under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes; *provided* that if any applicable law (as determined in the good faith discretion of the applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent then (i) if such Tax is an Indemnified Tax, the sum payable by the Borrower or applicable Guarantor shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Section 3.01) any Recipient 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 be entitled to make such deductions and withholdings, and (iii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law. In addition, and without duplication of any amounts payable pursuant to Section 3.01(a), the Loan Parties agree to pay, or at the option of the Administrative Agent timely reimburse it for, all Other Taxes.

(b) Without duplication of any amounts payable pursuant to Section 3.01(a), the Loan Parties agree to jointly and severally indemnify each Recipient, within 10 Business Days after written demand therefor, for (i) the full amount of any Indemnified Taxes (including any Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and (ii) any reasonable out-of-pocket expenses arising therefrom or with respect thereto, in each case, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided*, *however*, that the Borrower shall not be required to indemnify any Recipient pursuant to this Section 3.01(b) for any interest, penalties or expenses to the extent resulting from such Recipient's failure to notify the Borrower of such possible indemnification claim within one hundred and eighty (180) days

after such Agent or such Lender, as applicable, receives written notice from the applicable Governmental Authority of the specific Tax assessment or deficiency claim giving rise to such indemnification claim. A copy of a receipt or any other document evidencing payment delivered to the Borrower by a Recipient, or by the Administrative Agent on its own behalf or on behalf of a Recipient, shall be conclusive absent manifest error. If any Recipient determines, in its reasonable discretion, that it has received a refund in respect of any Indemnified Taxes as to which indemnification or additional amounts have been paid to it by a Borrower or any Guarantor pursuant to this Section 3.01, it shall reasonably promptly pay an amount equal to such refund after it is determined that such refund pertains to Indemnified Taxes (but only to the extent of indemnity payments made, or additional amounts paid, by a Borrower or any Guarantor under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund plus any interest included in such refund by the relevant taxing authority attributable thereto) to the Borrower or the applicable Guarantor, net of all reasonable out-of-pocket expenses (including Taxes) of the Recipient, and without interest (other than any interest paid by the relevant taxing authority with respect to such refund); *provided* that the Borrower or the Guarantor, upon the request of the Recipient agrees promptly to return an amount equal to the amount paid over pursuant to this sentence (plus any applicable interest, additions to Tax or penalties) to such party in the event such party is required to repay such refund to the relevant taxing authority. Such Recipient, as the case may be, shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority (*provided* that such Recipient may delete any information therein that such Recipient deems confidential). Notwithstanding anything to the contrary in this paragraph (b), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (b) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. Nothing herein contained shall oblige any Recipient to claim any Tax refund or make available its Tax returns or disclose any information relating to its Tax affairs or any computations in respect thereof.

(c) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 3.01, such Loan 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.

(d) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.01(a) or (b) with respect to such Lender it will, if requested by the Borrower, use reasonable efforts (subject to legal and regulatory restrictions), at Borrower's expense, to designate another Applicable Lending Office for any Loan affected by such event; *provided* that such efforts are made on terms that, in the judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, Taxes, legal or regulatory disadvantage; *provided*, *further*, that nothing in this Section 3.01(d) shall affect or postpone any of the Secured Obligations of any Loan Party or the rights of such Lender pursuant to Section 3.01(a) or (b).

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.07(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were 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 any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of the Lenders: (i) Each Lender shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any properly completed and executed documentation prescribed by Law, or reasonably requested by the Borrower or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or reduction in, any withholding Tax with respect to any payments to be made to such Lender under any Loan Document. 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. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any documentation specifically referenced below) expired, obsolete or inaccurate in any respect, deliver reasonably promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or reasonably promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(ii) Without limiting the generality of the foregoing, each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent, and if applicable, the assigning Lender (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) on or before the date on which it becomes a party to this Agreement (or, in the case of (x) a Participant, on or before the date on which such Participant purchases the related participation and (y) an assignee, on or before the effective date of such assignment), on or before the date on which it becomes a party to this Agreement two properly completed and duly signed copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding. Each Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "Foreign Lender") shall, to the extent it is legally able to do so, deliver to the Borrower and the Administrative Agent, and if applicable, the assigning Lender (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) on or before the date on which it becomes a party to this Agreement (or, in the case of (x) a Participant, on or before the date on which such Participant purchases the related participation and (y) an assignee, on or before the effective date of such assignment), and from time to time thereafter when required by Law or upon the reasonable request of the Borrower or the Administrative Agent (or, in the case of a Participant, the Lender from which the related participation shall have been purchased), two properly completed and duly signed copies of whichever of the following is applicable:

(A) an executed copy of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (with respect to eligibility for benefits under any income tax treaty), or successor and related applicable forms, as the case may be, certifying to such Foreign Lender's entitlement as of such date to an exemption from or reduction of United States withholding tax with respect to payments to be made under any Loan Document,

(B) Internal Revenue Service Form W-8ECI (or any successor forms),

(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) or the Code, (x) a certificate, in substantially the applicable form of Exhibit L (any such certificate a "United States Tax Compliance Certificate"), or any other form approved by the Administrative Agent and Borrower, to the effect that such Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and that no payments in connection with the Loan Documents are effectively connected with such Lender's conduct of a U.S. trade or business and (y) two properly completed and duly executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (or any successor forms),

(D) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership, or is a Lender that has granted a participation), two properly completed and duly executed copies of Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by Internal Revenue Service Form W-8ECI, W-8BEN or W-8BEN-E, as applicable (or any successor forms), United States Tax Compliance Certificate, Internal Revenue Service Form W-9, Form W-8IMY (or other successor forms) and/or any other required information from each beneficial owner, as applicable (*provided* that, if the Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such direct or indirect partner(s)), or

(E) any other form prescribed by applicable U.S. federal income tax Laws (including the United States Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(F) Further, each Foreign Lender agrees, (i) to the extent legally able to do so, to deliver to the Borrower and the Administrative Agent, and if applicable, the assigning Lender (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased), from time to time, an executed copy of the applicable Form W-8 or successor and related applicable forms or certificates, on or before the date that any such form or certificate, as the case may be, expires or becomes obsolete or invalid in accordance with applicable U.S. laws and regulations, and (ii) to notify promptly the Borrower and the Administrative Agent (or, in the case of a Participant, the Lender from which the related participation shall have been purchased) if it is no longer able to deliver, or if it is required to withdraw or cancel, any form or certificate previously delivered by it pursuant to this Section 3.01(f).

(iii) In addition, but without duplication of the covenant as to United States withholding tax contained in Section 3.01(f)(i) and (ii), any Lender that is entitled to an exemption from or reduction of withholding Tax under the law of the jurisdiction(s) in which the Borrower is organized, or any treaty to which any such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by applicable law, such properly completed and executed original documentation prescribed by applicable 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; *provided* that the completion, execution and submission of such documentation 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.

(iv) If a payment made to a Lender under any Loan 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 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 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 (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Notwithstanding any other provision of this clause (f), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver. Each Lender authorizes the Administrative Agent to deliver to the Borrower and to any successor Agent any documentation provided by the Lender to the Agent pursuant to this Section 3.01(f).

(g) The Administrative Agent shall provide the Borrower with two properly completed and duly executed copies of, if it is a United States person (as defined in Section 7701(a)(30) of the Code), Internal Revenue Service Form W-9 certifying that it is exempt from U.S. federal backup withholding, and, if it is not a United States person, (1) Internal Revenue Service Form W-8ECI with respect to payments to be received by it as a beneficial owner and (2) Internal Revenue Service Form W-8IMY (together with any required accompanying documentation) with respect to payments to be received by it on behalf of the Lenders, and shall update such forms periodically upon the reasonable request of the Borrower, and whenever a lapse in time or change in circumstances renders any such form or documentation expired, obsolete or inaccurate in any material respect, or promptly notify the Borrower in writing of its legal ineligibility to do so. Notwithstanding any other provision of this clause (g), the Administrative Agent shall not be required to deliver any form that such Administrative Agent is not legally eligible to deliver.

(h) For the purposes of this Section 3.01, the term "applicable law" includes FATCA.

Section 3.02 Inability to Determine Rates. Subject to Section 3.08, if, after the Closing Date, either the Administrative Agent or the Required Lenders reasonably determine that for any reason adequate and reasonable means do not exist for determining the Term SOFR, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain SOFR Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, any pending request for a continuation of SOFR Loans will be deemed revoked and any SOFR Loans will automatically convert to Base Rate Loans at the end of the current Interest Period (or, immediately, if such SOFR Loans can no longer legally be maintained as such).

Section 3.03 Increased Cost and Reduced Return; Capital Adequacy; Reserves on SOFR Loans.

(a) If any Lender determines that as a result of any Change in Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making,

funding or maintaining any Loan, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 3.03(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes indemnifiable under Section 3.01, (ii) Excluded Taxes described in clauses (b) through (d) of the definition of "Excluded Taxes" or (iii) Excluded Taxes described in clause (a) of the definition of "Excluded Taxes" to the extent such Taxes are imposed on or measured by such Lender's net income or profits (or are franchise Taxes imposed in lieu thereof) or (iv) reserve requirements contemplated by Section 3.03(c)), then from time to time within fifteen (15) days after demand by such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that as a result of any Change in Law regarding capital adequacy or liquidity requirements or any change therein or in the interpretation thereof, in each case after the date hereof, or compliance by such Lender (or its Applicable Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within fifteen (15) days after receipt of such demand.

(c) The Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including eurocurrency funds or deposits, additional interest on the unpaid principal amount of each SOFR Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of demonstrable error), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the SOFR Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent demonstrable error) which in each case shall be due and payable on each date on which interest is payable on such Loan; *provided* that the Borrower shall have received at least fifteen (15) days' prior notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender. If a Lender fails to give notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable fifteen (15) days after receipt of such notice.

(d) Subject to Section 3.05(b), failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation.

(e) If any Lender requests compensation under this Section 3.03, then such Lender will, if requested by the Borrower, use reasonable efforts to designate another Applicable Lending Office for any Loan affected by such event; *provided* that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage; *provided*, *further*, that nothing in this Section 3.03(e) shall affect or postpone any of the Secured Obligations of the Borrower or the rights of such Lender pursuant to Section 3.03(a), (b), (c) or (d).

Section 3.04 Funding 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 loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any SOFR Loan on a day other than the last day of the Interest Period for such Loan; or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow or continue any Loan on the date or in the amount notified by the Borrower;

including any 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.

Section 3.05 Matters Applicable to All Requests for Compensation.

(a) Any Agent or any Lender claiming compensation under this Article III shall deliver a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of demonstrable error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 3.02, Section 3.03 or Section 3.04, the Borrower shall not be required to compensate such Lender for any amount incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrower of the event that gives rise to such claim; *provided* that, if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation by the Borrower under Section 3.03, the Borrower may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue SOFR Loans from one Interest Period to another until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.05(c) shall be applicable); *provided* that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue any SOFR Loan from one Interest Period to another shall be suspended pursuant to Section 3.05(b) hereof, such Lender's SOFR Loans denominated in Dollars shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such SOFR Loans (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's SOFR Loans denominated in Dollars have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's SOFR Loans shall be applied instead to its Base Rate Loans; and

(ii) all Loans denominated in Dollars that would otherwise be made or continued from one Interest Period to another by such Lender as SOFR Loans shall be made or continued instead as Base Rate Loans.

(d) If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to the conversion of such Lender's SOFR Loans denominated in Dollars pursuant to this Section 3.05 no longer

exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when SOFR Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted to SOFR Loans, on the first day(s) of the next succeeding Interest Period(s) for such outstanding SOFR Loans, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding SOFR Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Commitments.

Section 3.06 Replacement of Lenders under Certain Circumstances.

(a) If at any time (i) any Lender requests reimbursement for amounts owing pursuant to Section 3.01 or Section 3.03 as a result of any condition described in such Sections or any Lender ceases to make or continue SOFR Loans as a result of any condition described in Section 3.03, (ii) any Lender becomes a Defaulting Lender or (iii) any Lender becomes a Non-Consenting Lender, then the Borrower may, on prior written notice to the Administrative Agent and such Lender, (x) terminate (which termination may be on a non-*pro rata* basis) the applicable Commitments of such Lender, and repay (which repayment may be on a non-*pro rata* basis) all obligations of the Borrower owing to such Lender relating to the applicable Loans and participations held by such Lender as of such termination date or (y) replace such Lender by requiring such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.07(b) (with the assignment fee to be paid by the Borrower in such instance) all of its rights and obligations under this Agreement (or, with respect to clause (iii) above, all of its rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, waiver or amendment) to one or more Eligible Assignees; *provided* that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender or other such Person; *provided*, *further*, that (A) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments and (B) in the case of any such assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable Eligible Assignees shall have agreed to the applicable departure, waiver or amendment of the Loan Documents.

(b) Any Lender being replaced pursuant to Section 3.06(a) above shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans (*provided* that the failure of any such Lender to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be recorded in the Register) and (ii) deliver Notes, if any, evidencing such Loans to the Borrower or Administrative Agent. Pursuant to such Assignment and Assumption, (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Commitments and outstanding Loans, (B) all obligations of the Loan Parties owing to the assigning Lender relating to the Loan Documents and participations so assigned shall be paid in full by the assignee Lender or the Loan Parties (as applicable) to such assigning Lender concurrently with such assignment and assumption, any amounts owing to the assigning Lender (other than a Defaulting Lender) under Section 3.04 as a consequence of such assignment and (C) upon such payment and, if so requested by the assignee Lender, the assignor Lender shall deliver to the assignee Lender the appropriate Note or Notes executed by the Borrower, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender.

(c) [Reserved].

(d) In the event that (i) the Borrower or the Administrative Agent have requested that the Lenders (A) consent to a departure or waiver of any provisions of the Loan Documents or (B) agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all

affected Lenders in accordance with the terms of Section 10.01 or all the Lenders with respect to a certain Class of the Loans and (iii) 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".

Section 3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Secured Obligations hereunder and any assignment of rights by or replacement of a Lender.

Section 3.08 Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Local 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 Agreement or any other Loan 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. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.08(a) will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.08(d) and (y) the commencement 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 3.08, 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 Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.08.

Section 3.09 Tax Treatment and AHYDO Payment. As a result of the provisions set forth in Section 10.07(b)(ii)(F), the Borrower, the Lenders and the Agent intend to treat the First-Out Priority Exit Term Loans and Second-Out Priority Exit Term Loans as one integrated instrument for U.S. federal income tax purposes (the "Intended Tax Treatment"). The Borrower shall, prior to the close of the first "accrual period" (within the meaning of Section 163(i)(2) of the Code) ending after the fifth anniversary of the Closing Date and prior to the close of each subsequent accrual period, to the extent applicable, prepay a principal amount of any Term Loans in an amount equal to the AHYDO Payment,

without payment of any premium or penalty. Each payment of the AHYDO Payment will be applied in full first against such Term Loans and there shall be an obligation, notwithstanding any other provision of this Agreement to the contrary, to prepay such Loans in accordance with this provision. Each payment of the AHYDO Payment shall be treated for tax purposes as a payment of original issue discount to the extent that the original issue discount has accrued as of the date such payment is due. Notwithstanding anything herein to the contrary, it is the intention of this Section 3.09 that the Term Loans will not be treated as an "applicable high yield discount obligation" within the meaning of Section 163(i)(1) of the Code, and the provisions of this Agreement shall be construed pursuant to this intent. The provisions of this Section relating to an AHYDO Payment shall be applied taking into account the Intended Tax Treatment and the payment required in connection with the maturity of the First-Out Priority Exit Term Loans unless such Intended Tax Treatment has been determined to be incorrect.

ARTICLE IV

Conditions Precedent to Credit Extensions

Section 4.01 Closing Date Conditions. The effectiveness of this Agreement and the obligation of each Lender to make a Credit Extension on the Closing Date shall be subject to satisfaction or waiver of the following conditions precedent:

(a) Loan Documents. The Administrative Agent (or its counsel) shall have received counterparts of each of the following, in each case, properly executed by a Responsible Officer of the signing Loan Party, each in form and substance reasonably satisfactory to the Administrative Agent (at the direction of the Required Lenders):

(i) this Agreement, duly executed by each of the parties listed on the signature pages hereto;

(ii) the Guaranty, duly executed by each of the parties listed on the signature pages thereto; and

(iii) each Collateral Document and other Loan Document set forth on Schedule 1.01A required to be executed on the Closing Date, duly executed by each Loan Party party thereto and each of the other parties listed on the signature pages thereto;

(b) Notes. The Administrative Agent shall have received Notes executed by the Borrower in favor of each Lender that has requested a Note in advance of the Closing Date.

(c) Secretary's Certificate. The Administrative Agent shall have received, (i) a certificate from each Loan Party, signed by a Responsible Officer of such Loan Party, and attested to by the secretary, any assistant secretary or other officer of such Loan Party, together with (x) copies of the certificate or articles of incorporation and by-laws (or other equivalent organizational documents), as applicable, of such Loan Party, (y) the resolutions of such Loan Party referred to in such certificate, and (z) a signature and incumbency certificate to the officers of such persons executing the Loan Documents, in each case, in form and substance reasonably satisfactory to the Administrative Agent (at the direction of the Required Lenders), and (ii) certificates of good standing or status (to the extent that such concepts exist) from the applicable secretary of state (or equivalent authority) of the jurisdiction of organization or formation of each Loan Party.

(d) Fees and Expenses. All fees and expenses required to be paid on the Closing Date (with respect to expenses, to the extent invoiced at least two (2) Business Days prior to the Closing Date,

except as otherwise reasonably agreed by the Borrower) shall, upon the initial Borrowing of the First-Out Priority Exit Term Loans, have been, or will be substantially simultaneously, paid (which amounts may be offset against the proceeds of the Facilities).

(e) Committed Loan Notice. The Administrative Agent shall have received a Committed Loan Notice relating to each Credit Extension to be made on the Closing Date.

(f) Legal Opinion. Customary legal opinions from Milbank LLP, counsel to the Borrower, and Dentons US LLP, Georgia counsel to the Borrower, addressed to the Agents and the Lenders on the Closing Date and in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders.

(g) KYC; USA PATRIOT Act; Beneficial Ownership Certificate. The Administrative Agent and the Lenders shall have received, at least three (3) Business Days prior to the Closing Date, all documentation and other information about the Borrower and each other Loan Party as has been reasonably requested by the Administrative Agent or the Lenders in writing at least seven (7) Business Days prior to the Closing Date and that the Administrative Agent or the Lenders reasonably determine is required by United States regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT ACT and a Beneficial Ownership Certificate to the extent expressly required under the Beneficial Ownership Regulation.

(h) Representations and Warranties. The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects, in each case, after giving effect to the Borrowing of the Loans hereunder, on the Closing Date; *provided* that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; *provided*, *further*, that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects after giving effect to the Borrowing of the Loans hereunder, on the Closing Date.

(i) Collateral and Guarantee Requirement. The Administrative Agent shall have received evidence that all other actions, recordings and filings that the Administrative Agent or the Collateral Agent may deem reasonably necessary to satisfy the Collateral and Guarantee Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent and the Collateral Agent (including, without limitation, receipt of duly executed payoff letters and UCC-3 termination statements). Each document, including any UCC (or similar) financing statement and/or intellectual property security agreement required by any Collateral Document or under applicable Law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral required to be delivered pursuant to such Collateral Document, shall have been executed and delivered and, if applicable, be in proper form for filing, registration or recordation.

(j) [Reserved].

(k) Closing Date Certificate. The Administrative Agent shall have received a Closing Date Certificate.

(l) No Material Adverse Effect; No Litigation. Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect. There shall exist no action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Loan Parties) threatened in any court or before any

arbitrator or governmental instrumentality (other than the Chapter 11 Cases and any action, suit, investigation or proceeding arising from the commencement and continuation of the Chapter 11 Cases or the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that is not stayed or could reasonably be expected to result in a Material Adverse Effect.

(m) Solvency Certificate. The Administrative Agent shall have received a certificate from a senior authorized financial executive or officer with equivalent duties of the Borrower substantially in the form of Exhibit N hereto.

(n) [Reserved].

(o) No Default or Event of Default. No Default or Event of Default shall exist, or would result from the funding of the First-Out Priority Exit Term Loans.

(p) Insurance. The Administrative Agent shall have received evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect and that the Administrative Agent and the Collateral Agent have been named as lender's loss payee and additional insured under each United States insurance policy with respect to such insurance as to which the Administrative Agent and the Collateral Agent shall have requested to be so named.

(q) [Reserved].

(r) Approvals, Consents and Authorizations. Other than the confirmation order with respect to the OpCo Plan, no consent or authorization of, or filing with, any person (including, without limitation, any governmental authority) shall be required in connection with the execution, delivery or performance by each Loan Party, or for the validity or enforceability in accordance with its terms against such Loan Party, of this Agreement except for consents, authorizations and filings which shall have been obtained or made and are in full force and effect and except for such consents, authorizations and filings, the failure to obtain or perform, could not reasonably be expected to result in a Material Adverse Effect. The making of the Loans hereunder shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

(s) Confirmation of Plan. The confirmation order with respect to the OpCo Plan shall be entered in form and substance reasonably satisfactory to the Required Lenders (and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required Lenders) and the effective date of the OpCo Plan shall have occurred.

(t) Restructuring Support Agreement; Milestones. The Restructuring Support Agreement shall be in full force and effect and the Debtors are in compliance in all respects with the applicable milestones set forth therein, and the conditions to the Restructuring (as defined in the Restructuring Support Agreement) as set forth in the Restructuring Support Agreement, including, without limitation, the consummation of the Lender Equity Allocation (as defined in the OpCo Plan), shall have been satisfied or waived in accordance with the terms thereof.

For purposes of determining whether the Closing Date has occurred, each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be. The Administrative Agent shall notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding.

Section 4.02 Conditions to Subsequent Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension after the Closing Date is subject to satisfaction (or waiver in accordance with Section 10.01) of the following conditions precedent (provided that the below shall be subject to Section 2.14 with respect to incurrences of Incremental Term Loans):

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension; *provided* that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; *provided*, *further*, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) Each Request for Credit Extension (other than (i) a Committed Loan Notice requesting only a conversion of Loans to the other Type or a continuation of SOFR Loans or (ii) a Credit Extension of Incremental Term Loans in connection with a Limited Condition Transaction) submitted by the Borrower shall be deemed to be a representation and warranty that the applicable conditions specified in Sections 4.02(a) and, if applicable, (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

Representations and Warranties

The Borrower represents and warrants to the Agents and the Lenders, at the time of each Credit Extension that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each other Subsidiary (a) is a Person duly incorporated, organized or formed, and validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and, where applicable, 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, (d) is in compliance with all Laws (including the USA PATRIOT Act, Anti-Corruption Laws, Anti-Terrorism Laws, anti-money laundering laws and Sanctions), orders, writs, injunctions, decrees and orders applicable to it or its properties, except in such instances in which such Laws or orders, writs, injunctions, decrees or orders are being contested in good faith by appropriate proceedings and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (a) (other than with respect to Holdings and the Borrower), (b)(i), (c), (d) or (e), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, and the

consummation of the Transactions, (a) have been duly authorized by all necessary corporate or other organizational action and (b) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or require any payment to be made under (A) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, (iii) result in the creation of any Lien (other than under the Loan Documents) or (iv) violate any material Law; except (in the case of clauses (b)(ii) and (b)(iv)), to the extent that such conflict, breach, contravention, payment or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.03 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 (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.04 Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

Section 5.05 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 could reasonably be expected to have a Material Adverse Effect.

Section 5.06 Litigation. Except for the Chapter 11 Cases and as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings, the Borrower or any Subsidiary or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.07 Ownership of Property; Liens. Each Loan Party and each of its Subsidiaries has good and valid title to, or valid leasehold interests in, or easements or other limited property interests in, all property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, Permitted Liens and any Liens and privileges arising mandatorily by Law and, in each case, except where the failure to have such title or other interest could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.08 Environmental Compliance. Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) there are no pending or, to the knowledge of the Borrower, threatened claims, actions, suits, notices of violation, notices of potential responsibility or proceedings by or against Holdings, the Borrower or any Subsidiary alleging potential liability or responsibility for violation of, or otherwise relating to, any Environmental Law;

(b) (i) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any other Subsidiary; and (ii) there has been no Release of Hazardous Materials by any of the Loan Parties or any other Subsidiary at, on, under or from any location in a manner which would reasonably be expected to give rise to any remediation obligation or liability under Environmental Laws;

(c) neither Holdings, the Borrower nor any of its Subsidiaries is undertaking, or has completed, either individually or together with other persons, any investigation, remediation obligation or response action relating to any actual or threatened Release of Hazardous Materials at any location, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law;

(d) all Hazardous Materials transported from any property currently or, to the knowledge of Holdings, the Borrower or its Subsidiaries, formerly owned or operated by any Loan Party or any other Subsidiary for off-site disposal have been disposed of in compliance with all Environmental Laws;

(e) none of the Loan Parties nor any other Subsidiary has contractually assumed any liability or obligation under or relating to any Environmental Law;

(f) none of the Loan Parties is subject to any remediation obligation or Environmental Liability; and

(g) the Loan Parties and each other Subsidiary and their respective businesses, operations and properties are and have been in compliance with all Environmental Laws.

Section 5.09 Taxes. Holdings, the Borrower and each Subsidiary have timely filed all federal, provincial, state, municipal, foreign and other Tax returns and reports required to be filed, and have timely paid all federal, provincial, state, municipal, foreign and other Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with IFRS and, except for failures to file or pay as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Compliance with ERISA.

(a) Except as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state Laws and applicable foreign laws, respectively.

(b) (i) No ERISA Event or similar event with respect to a Foreign Plan has occurred or is reasonably expected to occur; (ii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under

Section 4219 of ERISA, would result in such liability) under Section 4201 *et seq.* or 4243 of ERISA with respect to a Multiemployer Plan; and (iii) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 5.10, as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.11 Subsidiaries; Capital Stock.

(a) As of the Closing Date, neither Holdings, the Borrower nor any other Loan Party has any Subsidiaries other than those specifically disclosed in Schedule 5.11, and all of the outstanding Capital Stock in Holdings, the Borrower and its Subsidiaries have been validly issued, are fully paid and, in the case of Capital Stock representing corporate interests, nonassessable and, on the Closing Date, all Capital Stock owned directly or indirectly by Holdings, the Borrower or any other Loan Party are owned free and clear of all Liens except (i) those created under the Collateral Documents, (ii) those Liens permitted under Section 7.01.

(b) As of the Closing Date, Schedule 5.11 (a) sets forth the name and jurisdiction of organization or incorporation of each Subsidiary, (b) sets forth the ownership interest of Holdings, the Borrower and any of their Subsidiaries in each of their Subsidiaries, including the percentage of such ownership, (c) identifies each Subsidiary as either a Subsidiary Guarantor or an Excluded Subsidiary (and the reason such Subsidiary is an Excluded Subsidiary), and (d) identifies each Person the Capital Stock of which are required to be pledged on the Closing Date pursuant to the Collateral and Guarantee Requirement.

Section 5.12 Margin Regulations; Investment Company Act.

(a) No Loan Party is engaged nor will it engage, principally or as one of its 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, and no proceeds of any Borrowings will be used for any purpose that violates Regulation U or Regulation X of the FRB.

(b) None of the Borrower or any Subsidiary Guarantor is or is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

Section 5.13 Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole is incorrect in any material respect when furnished or contains, when furnished any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto); *provided* that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time such information was furnished; it being understood that (i) such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower, (ii) no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ significantly from the projected results and (iii) such differences may be material. As of the Closing Date, the information included in any Beneficial Ownership Certificate is true and correct in all material respects.

Section 5.14 Intellectual Property; Licenses, Etc. Each of the Loan Parties and the other Subsidiaries owns, or has a license or possesses a valid and enforceable right to use, all of the trademarks, service marks, trade names, domain names, together with the goodwill associated with the foregoing, copyrights, patents, patent rights, technology, software, know-how, data, database rights, design rights and other intellectual property rights (collectively, "IP Rights") that are used in or necessary for the operation of their respective businesses as currently conducted, and, to the knowledge of the Borrower, without violation of the rights of any Person, except to the extent such failures or violations, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower, the conduct of the respective business of any Loan Party or other Subsidiary as currently conducted does not infringe, misappropriate or otherwise violate any IP Rights held by any other Person, except to the extent such infringements, misappropriations or violations which, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No written claim or litigation regarding any IP Rights is pending or, to the knowledge of Borrower, threatened in writing against any Loan Party or other Subsidiary, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties and the other Subsidiaries has complied with all applicable Laws relating to the privacy and security of personal information or personal data, except to the extent any non-compliance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. There has been no security breach or incident, unauthorized access or disclosure, or other compromise of any of the Loan Parties' or the other Subsidiaries' information technology assets and equipment, computers, information technology systems, networks, hardware, software, websites, applications, data and databases, including the data and information of their respective customers and employees or collected, maintained, processed or stored by or on behalf of the Loan Parties or the other Subsidiaries, except to the extent any such incident, access, disclosure or other compromise, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.15 Solvency. On the Closing Date after giving effect to the Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

Section 5.16 Collateral Documents. The Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties legal, valid and enforceable Liens on and security interests in, the Collateral described therein and to the extent intended to be created thereby, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable Laws (which filings or recordings shall be made to the extent required by any Collateral Document) and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), the Liens created by such Collateral Documents will constitute so far as possible under relevant Law and to the extent required by any Collateral Document fully perfected first-priority Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral, in each case subject to no Liens other than Permitted Liens.

Section 5.17 Use of Proceeds. The proceeds of the Term Loans will be used in accordance with Section 6.11 (or, in the case of Incremental Term Loans, Section 2.14).

Section 5.18 Sanctions and Anti-Corruption Laws.

(a) Each Loan Party will maintain in effect and enforce policies and procedures that are reasonably designed to promote compliance by the Loan Parties, their Subsidiaries, and their respective directors, officers, employees and agents with the FCPA and other applicable anti-corruption laws.

(b) Each of Holdings, the Borrower and its Subsidiaries is in compliance, in all material respects, with all applicable Sanctions. No Borrowing, or direct or, to the knowledge of the Borrower, indirect use of proceeds, will be used to fund any activities or business of or with any Sanctioned Person or in any Sanctioned Country, or in any other manner that would violate or result in the violation by any Loan Party of any Sanctions applicable to any party hereto.

(c) None of (I) the Borrower or any other Loan Party and (II) the Subsidiaries that are not Loan Parties or any director, manager, officer, employee or, to the knowledge of the Borrower, agent of Holdings, the Borrower or any of their Subsidiaries, in each case, is a Sanctioned Person or operating from, organized, or resident in a Sanctioned Country.

(d) No part of the proceeds of any Loan will be used for any improper payments, directly or, to the knowledge of the Borrower, indirectly, to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, or any other party (if applicable) in order to obtain, retain or direct business or obtain any improper advantage, in violation of applicable Anti-Corruption Laws.

Section 5.19 Labor Matters. Except those that, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, as of the Closing Date, (i) there are no strikes, lockouts or other labor disputes against any Loan Party pending or, to the knowledge of the Borrower, threatened and (ii) the hours worked by and payments made to employees of the Loan Parties have not violated the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters. The execution, delivery and performance by each Loan Parties of the Loan Documents to which they are a party and the consummation of the financing contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any material collective bargaining agreement by which any Loan Party is bound.

Section 5.20 Gaming Matters. Each Loan Party and each other Subsidiary is in compliance in all material respects with all Gaming Laws, the rules and regulations promulgated thereunder and all written policies of all Gaming Authorities, in each case to the extent applicable to such Person. The Borrower holds at least one valid Class B Master License, issued by the Georgia Lottery Corporation (each, a "Master License", and collectively, the "Master Licenses"), and the Borrower and its Subsidiaries hold all other licenses and permits that are necessary to their respective businesses. The Master Licenses are in good standing with the Georgia Lottery Corporation.

Section 5.21 No Default. No event or condition has occurred and is continuing that is a Default or an Event of Default.

Section 5.22 Real Property. Schedule 5.22 sets forth a true, complete and correct list of all Material Real Property owned by Borrower or any of its Subsidiaries as of the Closing Date, including a brief description thereof.

ARTICLE VI

Affirmative Covenants

From and after the Closing Date and for so long as any Lender shall have any Commitment hereunder, any Loan or other Secured Obligation shall remain unpaid or unsatisfied (other than contingent indemnification obligations not yet due and payable), the Borrower shall and shall cause each Subsidiary and, other than in the case of Sections 6.01, 6.02 (other than clauses (c) and (f) thereof), 6.13, 6.15 and 6.16, Holdings to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) Annual Financials. Commencing with the fiscal year ending December 31, 2023, within one hundred and twenty (120) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, stockholders' equity and cash flow 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 IFRS, audited and accompanied by (i) a report and opinion of an independent registered public accounting firm of nationally recognized standing or other accounting firm reasonably acceptable to the Administrative Agent (it being understood that RSM US LLP is reasonably acceptable to the Administrative Agent), which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any qualification (for the avoidance of doubt, excluding an emphasis of the matter or explanatory paragraph) as to "going concern" (other than any "going concern" qualification with respect to or as a result of (x) an upcoming maturity date under any Indebtedness or (y) actual or prospective breach of the covenant in Section 7.09 or any other financial covenant in the documentation evidencing any Indebtedness) or any qualification or exception as to the scope of such audit, and (ii) a customary management discussion and analysis (in form reasonably acceptable to the Administrative Agent) of the financial performance of the Borrower and its Subsidiaries;

(b) Quarterly Financials. Commencing with the first fiscal quarter ending after the Closing Date, within sixty (60) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations for such fiscal quarter and for the portion of the fiscal year then ended and (ii) consolidated statements of cash flows for the portion of the 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 in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its Subsidiaries in accordance with IFRS, subject only to normal year-end adjustments and the absence of footnotes; and

(c) Monthly Financials. Commencing with the first calendar month ending after the Closing Date, within thirty (30) days after the end of every calendar month, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such calendar month, and the related (i) consolidated statements of income or operations for such calendar month and (ii) consolidated statements of cash flows for the calendar month then ended, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its Subsidiaries in accordance with IFRS, subject only to normal year-end adjustments and the absence of footnotes.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the applicable consolidated financial statements of any direct or indirect parent of the Borrower that, directly or indirectly, holds all of the Capital Stock of the Borrower or (B) the Borrower's (or any direct or indirect parent thereof, as applicable) Form 10-K or 10-Q, as applicable, filed with the SEC; *provided* that, to the extent such information relates to a parent of the Borrower, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Borrower (or such parent), on the one hand, and the information relating to the Borrower and its 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 6.01(a), such materials are accompanied by

a report and opinion an independent registered public accounting firm of nationally recognized standing, which report and opinion, subject to the same exceptions set forth above in Section 6.01, shall be prepared in accordance with generally accepted auditing standards.

Any information required to be delivered pursuant to Section 6.01(a) or 6.01(b) shall not be required to include acquisition method accounting adjustments relating to the Transactions (if applicable) or any Permitted Investment to the extent it is not practicable to include any such adjustments in such financial statement.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) Compliance Certificate. Concurrently with the delivery of the financial statements referred to in Section 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;

(b) SEC Filings. Promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which the Borrower files with the SEC or with any Governmental Authority that may be substituted therefor (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) Material Notices. Promptly after the furnishing thereof, copies of any material requests or material notices received by any Loan Party or any of its Subsidiaries (other than in the ordinary course of business) that could reasonably be expected to result in a Material Adverse Effect;

(d) Other Required Information. Together with the delivery of the financial statements pursuant to Section 6.01(a), (i) a report setting forth the information required by Section 4(b) of the Security Agreement or confirming that there has been no change in such information since the Closing Date or the date of the last Compliance Certificate, (ii) a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a prepayment under Section 2.05(b) and (iii) such other information required by the Compliance Certificate;

(e) Annual Budget. Prior to the consummation of an IPO, within ninety (90) days after the end of each fiscal year of the Borrower, an annual budget for such fiscal year in form customarily prepared by the Borrower;

(f) Additional Information. Promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request; *provided* that none of Holdings, the Borrower nor any other Subsidiary will be required to disclose or permit the inspection or discussion of any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective contractors) is prohibited by law, or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product; and

(g) Key Performance Indicator Reports. Commencing with the first full calendar month ending after the Closing Date, as soon as available, but in any event within ten (10) Business Days after the end of each month (or, in the case of any calendar month during the fiscal year ending December

31, 2023, within fifteen (15) Business Days after the end of such month), a Key Performance Indicator Report for the most recently ended calendar month.

Documents required to be delivered pursuant to Section 6.01 and Section 6.02 may be delivered electronically.

The Borrower hereby acknowledges that (a) the Administrative Agent may make available to the Lenders 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 (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it shall use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials 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; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its Affiliates or any of their respective securities for purposes of United States Federal and state securities laws (*provided*, *however*, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.08); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

Section 6.03 Notices. Promptly after a Responsible Officer obtains actual knowledge thereof, notify the Administrative Agent for prompt further distribution to each Lender:

(a) of the occurrence of any Default, which notice shall specify the nature thereof, the period of existence thereof and what action Holdings or the Borrower proposes to take with respect thereto;

(b) any litigation or governmental proceeding (including, without limitation, pursuant to any Environmental Laws) pending against Holdings, the Borrower or any of the Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect;

(c) of the occurrence of any ERISA Event or similar event with respect to a Foreign Plan that could reasonably be expected to have a Material Adverse Effect;

(d) of receipt by Holdings, the Borrower or any other Subsidiary of any material adverse communications from any Governmental Authority with respect to any Loan Party or any Subsidiary (including but not limited to (w) any written communication to such Loan Party or Subsidiary from any Gaming Authority advising it of any material violation or material non-compliance with any Gaming Law, (y) any written notice of the Georgia Lottery Corporation's intention to revoke or not renew any Master License and (z) any other material written communication or other material communication with the Georgia Lottery Corporation or other Governmental Authority) (including a copy of same);

(e) of any change or proposed change in any Gaming Law, administrative rule, regulation or advisory issued by a Gaming Authority or other applicable law, rule or regulation to which

Holdings, the Borrower or any Subsidiary is subject, any of which could reasonably be expected to have a material adverse effect upon the Agents or the Lenders rights under the Loan Documents, including, without limitation, any adverse effect upon their ability to enforce their rights and remedies under the Loan Documents;

(f) of any notice received from any Gaming Authority regarding actions taken or to be taken or actions not taken, in any such case, by any Gaming Authority that could reasonably be expected to have a material adverse effect upon any Agent's or any Lender's ability to enforce its rights and remedies under the Loan Documents relating to a review investigation, hearing, meeting or other action relating to the Gaming Approval(s) or other Collateral in which the Agents and the Lenders have an interest, or to the licensing status of any Loan Party's officers or directors which may have a material adverse effect upon any Agent's or any Lender's ability to enforce its rights and remedies under the Loan Documents (including a copy of same); and

(g) of any regulatory notices or other correspondence of a non-routine nature received from any Gaming Authority concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of Holdings, the Borrower or any Subsidiary, which reasonably could be expected to result in a fine, liability or other monetary penalty, or which reasonably could be expected to result in a material impairment on the ability of the Borrower or any Subsidiary to conduct its business (including a copy of same).

Section 6.04 Maintenance of Existence. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization or incorporation, (b) continue and cause to be continued the business of the Borrower and (c) maintain and cause to be maintained all material rights, privileges (including its good standing), permits, corporate franchises, relationships and licenses and comply with all material contractual obligations.

Section 6.05 Maintenance of Properties. Except if the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted, (b) maintain, protect, preserve and renew all of its IP Rights and (c) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto with respect to tangible properties in accordance with prudent industry practice.

Section 6.06 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and its Subsidiaries) as are customarily carried under similar circumstances by such other Persons. If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then, to the extent required by applicable Laws, the Borrower shall, or shall cause each Loan Party to, (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) upon request, deliver to the Administrative Agent evidence of such compliance in form reasonably acceptable to the Administrative Agent. Any such insurance (excluding business interruption insurance) maintained in the United States or Canada shall name the Collateral Agent as additional insured or lender's loss payee, as applicable.

Section 6.07 Compliance with Laws.

(a) Comply in all respects with the requirements of all Laws (including all Gaming Laws) and all orders, writs, injunctions, decrees and judgments applicable to Holdings, the Borrower or any Subsidiary or to their business or property (including without limitation Environmental Laws, ERISA, Anti-Corruption Laws and Sanctions), except if the failure to comply therewith could not reasonably be expected to have a material and adverse effect on the business of the Borrower and its Subsidiaries.

(b) Without limiting the foregoing, maintain and keep in full force and effect all licenses or permits necessary or material to the operation of the businesses of Holdings, the Borrower and its Subsidiaries (including, for the avoidance of doubt, any Master License or other material gaming licenses), and upon request of the Administrative Agent, furnish to the Administrative Agent evidence of renewal of any Master License and any and all other material licenses and permits on the date of or prior to the expiration thereof.

Section 6.08 Books and Records. Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with IFRS consistently applied shall be made of all material financial transactions and matters involving the assets and business of Holdings, the Borrower or such Subsidiary, as the case may be.

Section 6.09 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, managers, officers, and independent public accountants, all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 6.09 and the Administrative Agent shall not exercise such rights more often than two (2) times during any calendar year absent the existence of an Event of Default and only one (1) such time shall be at the Borrower's expense; *provided*, *further*, that when an Event of Default exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 6.09, none of Holdings, the Borrower or any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 6.10 Covenant to Guarantee Secured Obligations and Give Security. At the Borrower's expense, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including upon the formation or acquisition of any new direct or indirect Subsidiary (in each case, other than an Excluded Subsidiary) by any Loan Party or any Excluded Subsidiary ceasing to be an Excluded Subsidiary and within sixty (60) days after such formation, acquisition, designation or occurrence or such longer period as the Administrative Agent may agree in its reasonable discretion (a) cause each such Subsidiary to deliver any and all certificates representing Capital Stock (to the extent certificated) that are required to be pledged pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers or other

appropriate instruments of transfer executed in blank, (if applicable) instruments evidencing the Indebtedness held by such Subsidiary and required to be pledged pursuant to the Collateral Documents, indorsed in blank to the Collateral Agent, and execute and deliver the Global Intercompany Note or a supplement thereto; and (b) take and cause such Subsidiary and each direct or indirect parent of such Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to take whatever action may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected first priority Liens required by the Collateral and Guarantee Requirement, enforceable against all third parties in accordance with their terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

Section 6.11 Use of Proceeds.

(a) Use the proceeds of any Credit Extension (i) to pay Transaction Expenses, (ii) to refinance in full any outstanding New Money Term Loans (as defined in the Existing DIP Credit Agreement), which may be effectuated via a cashless deemed refinancing of the New Money Term Loans (as defined in the Existing DIP Credit Agreement) and (iii) for working capital and general corporate purposes of the Loan Parties.

(b) No proceeds of the Facilities may be distributed by the Loan Parties to, or used by the Loan Parties for the benefit of Top Parent or any non-Debtor affiliates of Top Parent, including, in each case, for payment of any professional fees or any costs or expenses, except for payments of the Consulting Fees (as defined in the Supplemental Implementation Term Sheet (as defined in the Restructuring Support Agreement)), to the extent approved by the Georgia Lottery Corporation, and as otherwise approved in advance by the Supermajority Lenders. Moreover, no proceeds of the Facilities may be used to pay any fees and expenses associated with any official committee of unsecured creditors appointed in the Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Top Parent.

Section 6.12 Further Assurances and Post-Closing Covenants.

(a) Promptly upon reasonable request by the Administrative Agent, the Collateral Agent or any Lender through the Administrative Agent (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral or any other Loan Document, and (ii) 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, the Collateral Agent or any Lender through the Administrative Agent may reasonably request from time to time in order to carry out more effectively the purposes of this Agreement, the Collateral Documents and the other Loan Documents; *provided*, *however*, that except as set forth in clause (e) of the Collateral and Guarantee Requirement, notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement or any other Loan Document shall require the Borrower or any other Loan Party (A) to make any filings or take any actions to record or to perfect the Collateral Agent's lien on or security interest in (x) any IP Rights other than UCC filings and the filing of documents effecting the recordation of security interests in the United States Copyright Office and United States Patent and Trademark Office or (y) any IP Rights subsisting outside of the United States or (B) to reimburse the Administrative Agent for any costs or expenses incurred in connection with making such filings or taking any other such action.

(b) Within the time periods specified on Schedule 6.12 hereto (as each may be extended by the Administrative Agent in its reasonable discretion), complete such undertakings as are set forth on Schedule 6.12 hereto.

Section 6.13 [Reserved].

Section 6.14 Payment of Taxes. Pay and discharge or cause to paid and discharged all material Taxes imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, may reasonably be expected to become a lien or charge upon any properties of Holdings, the Borrower or any of the Subsidiaries not otherwise permitted under this Agreement; *provided* that neither Holdings, the Borrower nor any of the Subsidiaries shall be required to pay or cause to be paid any such Tax or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with IFRS.

Section 6.15 Lender Calls. The Borrower shall hold a conference call (at a time mutually agreed upon by the Borrower and the Administrative Agent but, in any event, no earlier than the Business Day following the delivery of applicable financial information pursuant to Sections 6.01(a) and (b) above) with all Lenders who choose to attend such conference call to discuss the results of the previous fiscal quarter.

Section 6.16 Maintenance of Ratings. Obtain within sixty (60) days after the Closing Date and maintain private credit facility ratings in respect of the Loans from Moody's or S&P; *provided*, *however*, that the Borrower shall not be required to obtain or maintain any specific rating.

Section 6.17 Anti-Terrorism; Sanctions; Anti-Corruption. Comply in all material respects with all applicable Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws, and not (i) repay the Loans, or make any other payment to any Lender, using funds or properties of Holdings, the Borrower or any Subsidiaries that are, to the knowledge of the Borrower, the property of any Person that is the subject or target of applicable Sanctions or that are, to the knowledge of the Borrower, beneficially owned, directly or indirectly, by any Person that is the subject or target of applicable Sanctions, in each case, that would cause a violation of Anti-Terrorism Laws or applicable Sanctions or any other applicable Law by any Person participating in the Loans, or (ii) to the knowledge of the Borrower, permit any Person that is the subject or target of Sanctions to have any direct or indirect interest in Holdings, the Borrower or any of the Subsidiaries, with the result that the investment in Holdings, the Borrower or any of the Subsidiaries (whether directly or knowingly indirectly) or the Loans made by the Lenders would be in violation of any applicable Sanctions.

Section 6.18 Changes in Fiscal Year. Maintain its fiscal year, except with the consent of the Administrative Agent and subject to such amendments to this Agreement as the Borrower and Administrative Agent (at the direction of the Required Lenders) shall reasonably agree are necessary or appropriate in connection with such change (and the parties hereto hereby authorize the Borrower and the Administrative Agent to make any such amendments to this Agreement as they jointly deem necessary to give effect to the foregoing).

Section 6.19 Nature of Business. Engage only in any material lines of business substantially similar to those lines of business conducted by the Borrower and its Subsidiaries on the Closing Date or any business reasonably related, complementary or ancillary thereto.

Section 6.20 Deposit Accounts and Securities Accounts.

(a) Except as set forth in Schedule 6.12, the Loan Parties shall use commercially reasonable efforts to deliver to the Administrative Agent, within sixty (60) days (or such later time agreed to by the Administrative Agent (at the direction of the Required Lenders)) after the opening and activation of any new deposit accounts and securities accounts (other than any Excluded Accounts), executed Control Agreements with respect to such deposit accounts and securities accounts.

(b) Subject to clause (a) above, the Loan Parties shall not establish or maintain a deposit account or securities account (other than Excluded Accounts) without executing and delivering to the Collateral Agent a Control Agreement, in form and substance reasonably acceptable to the Collateral Agent, covering the applicable deposit account or securities account.

ARTICLE VII

Negative Covenants

From and after the Closing Date and for so long as any Lender shall have any Commitment hereunder, any Loan or other Secured Obligation shall remain unpaid or unsatisfied (other than contingent indemnification obligations not yet due and payable):

Section 7.01 Liens.

(a) The Borrower shall not, and shall not permit any Subsidiary to, directly or indirectly, create, Incur or permit to exist any Lien on any asset or property of the Borrower or any Subsidiary, unless such Lien is a Permitted Lien.

(b) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 7.02 [Reserved].

Section 7.03 Indebtedness.

(a) The Borrower shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness).

(b) Section 7.03(a) shall not prohibit the Incurrence of the following Indebtedness:

(i) Indebtedness of Borrower and any of the Subsidiaries under the Loan Documents (including pursuant to Section 2.14), including any refinancing thereof incurred under Section 2.18 and, in each case, any Refinancing Indebtedness thereof (or successive Refinancing Indebtedness thereof);

(ii) Guarantees by the Borrower or any Subsidiary of Indebtedness or other obligations of Borrower or any Subsidiary so long as the Incurrence of such Indebtedness or other obligations is not prohibited by the terms of this Agreement;

(iii) Indebtedness of any Loan Party owing to any other Loan Party;

(iv) Indebtedness represented by (i) any Indebtedness outstanding on the Closing Date; *provided* that any such Indebtedness in a principal amount in excess of $500,000 is set forth on

Schedule 7.03 and (ii) Refinancing Indebtedness Incurred in respect of any Indebtedness described in clause (iv)(i);

(v) [reserved];

(vi) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(vii) Indebtedness (including Indebtedness represented by Capitalized Lease Obligations, Purchase Money Obligations or COAM vendor financings) Incurred to finance the purchase, lease, expansion, construction, installation, replacement, repair or improvement of property (real or personal), equipment or other assets, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (vii) and then outstanding, does not exceed $5,000,000 at the time of Incurrence and any Refinancing Indebtedness in respect thereof;

(viii) Indebtedness in respect of (i) workers' compensation claims, health, disability or other employee benefits, property, casualty or liability insurance, self-insurance obligations, customer guarantees, performance, indemnity, surety, judgment, bid, appeal, advance payment (including progress premiums), customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice; (ii) 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 or consistent with past practice; (iii) customer deposits and advance payments (including progress premiums) received from customers for goods or services purchased in the ordinary course of business or consistent with past practice; (iv) letters of credit, bankers' acceptances, discounted bills of exchange, discounting or factoring of receivables or payables for credit management purposes, warehouse receipts, guarantees or other similar instruments or obligations issued or entered into, or relating to liabilities or obligations Incurred in the ordinary course of business or consistent with past practice; (v) Cash Management Obligations and (vi) Settlement Indebtedness;

(ix) unsecured Indebtedness arising from agreements providing for guarantees, indemnification, adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets, a Person (including any Capital Stock of a Subsidiary) or Investment (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business, assets, Person or Investment for the purpose of financing such acquisition or disposition);

(x) [reserved];

(xi) [reserved];

(xii) Indebtedness consisting of obligations under deferred compensation or any other similar arrangements incurred in the ordinary course of business, consistent with past practice or in connection with the Transactions, any Investment or any acquisition (by merger, consolidation, amalgamation or otherwise);

(xiii) Indebtedness of the Borrower or any of the Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case Incurred in the ordinary course of business or consistent with past practice;

(xiv) Indebtedness not for borrowed money in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (xiv) and then outstanding, will not exceed $1,000,000, and any Refinancing Indebtedness in respect thereof;

(xv) [reserved];

(xvi) any obligation, or guaranty of any obligation, of the Borrower or any Subsidiary to reimburse or indemnify a Person extending credit to customers of the Borrower or a Subsidiary incurred in the ordinary course of business or consistent with past practice for all or any portion of the amounts payable by such customers to the Person extending such credit;

(xvii) Indebtedness to a customer to finance the acquisition of any equipment necessary to perform services for such customer; *provided* that the terms of such Indebtedness are consistent with those entered into with respect to similar Indebtedness prior to the Closing Date, including, if so consistent, that (1) the repayment of such Indebtedness is conditional upon such customer ordering a specific amount of goods or services and (2) such Indebtedness does not bear interest or provide for scheduled amortization or maturity; and

(xviii) trade letters of credit in an amount not to exceed $500,000 at any one time outstanding.

(c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 7.03:

(i) except as otherwise expressly provided herein, in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in Section 7.03(b), the Borrower, in its sole discretion, will classify, and may from time to time reclassify, such item of Indebtedness (or any portion thereof) and only be required to include the amount and type of such Indebtedness in one of the clauses of Section 7.03(b);

(ii) additionally, except as otherwise expressly provided herein, all or any portion of any item of Indebtedness may later be reclassified as having been Incurred pursuant to any type of Indebtedness described in Section 7.03(b) so long as such Indebtedness is permitted to be Incurred pursuant to such provision and any related Liens are permitted to be incurred at the time of reclassification;

(iii) all Indebtedness under this Agreement shall be deemed to have been incurred under Section 7.03(b)(i) and such Indebtedness shall at all times be deemed incurred under such clause and shall not be reclassified;

(iv) in the case of any Refinancing Indebtedness, when measuring the outstanding amount of such Indebtedness, such amount shall not include the aggregate amount of accrued and unpaid interest, dividends, premiums (including tender premiums), defeasance costs, underwriting discounts, fees, costs and expenses (including original issue discount, upfront fees or similar fees) in connection with such refinancing;

(v) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(vi) [reserved];

(vii) the principal amount of any Disqualified Stock of the Borrower or a Subsidiary, or Preferred Stock of a Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(viii) except as otherwise expressly provided herein, Indebtedness permitted by this Section 7.03 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this Section 7.03 permitting such Indebtedness;

(ix) [reserved];

(x) [reserved];

(xi) [reserved]; and

(xii) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with IFRS.

(d) Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in IFRS, will not be deemed to be an Incurrence of Indebtedness for purposes of this Section 7.03.

(e) [Reserved].

(f) For purposes of determining compliance with any U.S. Dollar-denominated restriction on the incurrence of Indebtedness, the U.S. 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 refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (a) the principal amount of such Indebtedness being refinanced plus (b) the aggregate amount of accrued and unpaid interest, dividends, premiums (including tender premiums), defeasance costs, underwriting discounts, fees, costs and expenses (including original issue discount, upfront fees or similar fees) in connection with such refinancing.

(g) Notwithstanding any other provision of this Section 7.03, the maximum amount of Indebtedness that the Borrower or a Subsidiary may Incur pursuant to this Section 7.03 shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount

of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

(h) The Borrower shall not, and shall not permit any Guarantor to Incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Borrower or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Secured Obligations or such Guarantor's Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Borrower or such Guarantor, as the case may be.

Section 7.04 Merger and Consolidation:

(a) The Borrower will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless either:

(i) the Borrower is the surviving Person, or

(ii) if the Borrower is not the surviving Person,

(A) the resulting, surviving or transferee Person (the "Successor Company") will be a Person organized or existing under the laws of the jurisdiction of the Borrower or the United States of America, any State of the United States or the District of Columbia or any territory thereof and the Successor Company will expressly assume all obligations of the Borrower hereunder;

(B) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the applicable Successor Company or any Subsidiary of the applicable Successor Company as a result of such transaction as having been incurred by the applicable Successor Company or such Subsidiary at the time of such transaction), no Event of Default shall have occurred and be continuing;

(C) immediately after giving *pro forma* effect to such transaction, the Consolidated Total Leverage Ratio of the Borrower and the Subsidiaries would not be higher than it was immediately prior to giving effect to such transaction;

(D) the Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act reasonably requested by the Lenders, including a beneficial ownership certificate; and

(E) the Administrative Agent shall have received all other documentation, deliverables and other information as the Administrative Agent may reasonably request.

(b) For purposes of this Section 7.04, the sale, lease, conveyance, assignment, transfer or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Borrower, which properties and assets, if held by the Borrower instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Borrower on a consolidated basis, shall be deemed to be a transfer of all or substantially all of the properties and assets of the Borrower.

(c) Notwithstanding any other provision of this Section 7.04, Permitted Acquisitions or other similar Investments permitted under this Agreement, in each case, consummated as mergers, acquisitions, consolidations or other forms of combination are permitted.

(d) Notwithstanding any other provision of this Section 7.04, (i) any Subsidiary may consolidate, amalgamate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Borrower or a Subsidiary Guarantor and (ii) the Borrower and the Subsidiaries may complete any disposition permitted under this Agreement or Permitted Investment.

(e) [Reserved].

(f) No Subsidiary Guarantor may consolidate with or merge or amalgamate with or into, or convey, transfer or lease all or substantially all its assets, in one or a series of related transactions, to any Person, unless:

(i) the other Person is the Borrower or any Subsidiary that is Guarantor or becomes a Guarantor concurrently with the transaction; or

(ii) (A) either (x) the Borrower or a Subsidiary Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of such Guarantor under its Guarantee of the Secured Obligations, this Agreement and the Collateral Documents; and (B) immediately after giving effect to the transaction, no Event of Default shall have occurred and be continuing; or

(iii) the transaction constitutes a sale, disposition (including by way of consolidation, merger or amalgamation) or transfer of such Guarantor or the sale, disposition, conveyance, transfer or lease of all or substantially all of the assets of such Guarantor (in each case other than to the Borrower or a Subsidiary) otherwise permitted by this Agreement.

(g) Notwithstanding any other provision of this Section 7.04, any Subsidiary Guarantor may (a) consolidate, amalgamate or otherwise combine with, merge into or transfer all or part of its properties and assets to another Subsidiary Guarantor or the Borrower, (b) consolidate, amalgamate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of such Guarantor, reincorporating such Guarantor in another jurisdiction, or changing the legal form of such Guarantor, (c) convert into a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guarantor, (d) liquidate or dissolve or change its legal form if the Borrower determines in good faith that such action is in the best interests of the Borrower and not adverse to the interests of the Lenders and (e) complete any disposition permitted under this Agreement, Permitted Acquisition or Permitted Investment. Notwithstanding anything to the contrary in this Section 7.04, the Borrower may contribute Capital Stock of any or all of its Subsidiaries to any Subsidiary Guarantor.

(h) Any reference herein to a merger, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, limited partnership or trust, or an allocation of assets to a series of a limited liability company, limited partnership or trust (or the unwinding of such a division or allocation), as if it were a merger, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company, limited partnership or trust shall constitute a separate Person hereunder (and each division of any limited liability company, limited partnership or trust that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

Section 7.05 Limitation on Sales of Assets and Subsidiary Stock.

(a) The Borrower shall not, and shall not permit any of the Subsidiaries to, make any Asset Disposition other than dispositions contemplated on the Closing Date unless (*provided* that any such dispositions in a principal amount in excess of $500,000 is set forth on Schedule 7.05(a)):

(i) The Borrower or such Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Borrower, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(ii) with respect to any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75.0% of the consideration from such Asset Disposition, together with all other Asset Dispositions since the Closing Date (on a cumulative basis), (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received by the Borrower or such Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(iii) the Borrower complies with Section 2.05(b)(ii).

(b) For the purposes of Section 7.05(a)(ii) hereof, the following shall be deemed to be cash:

(i) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Borrower or a Subsidiary (other than Subordinated Indebtedness of the Borrower or a Subsidiary Guarantor) and the release of the Borrower or such Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(ii) securities, notes or other obligations received by the Borrower or any Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash and Cash Equivalents (to the extent of the cash or Cash Equivalents received), in each case, within 120 days following the closing of such Asset Disposition;

(iii) any Capital Stock or assets of the kind referred to in Section 2.05(b)(ii)(B)(i) and (ii);

(iv) Indebtedness of any Subsidiary that is no longer a Subsidiary as a result of such Asset Disposition, to the extent that the Borrower and each other Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition; and

(v) consideration consisting of Indebtedness of the Borrower (other than Disqualified Stock or Subordinated Indebtedness) received after the Closing Date from Persons who are not the Borrower or any Subsidiary.

Notwithstanding the foregoing, in no event shall any Loan Party make, or permit any other Loan Party to make, any disposition (whether pursuant to a sale, lease, license, transfer, Investment, Restricted Payment or otherwise) in or to any Affiliate or Subsidiary that is not a Loan Party (other than Holdings) consisting of Intellectual Property (or exclusive rights thereto), COAM Operating Contracts or Master

Licenses that, in each case, are material to the business of the Borrower and its Subsidiaries, excluding non-exclusive licenses granted in the ordinary course of business.

Section 7.06 Restricted Payments & Modification of Subordinated Indebtedness Documents.

(a) The Borrower shall not, and shall not permit any of its Subsidiaries, directly or indirectly, to:

(i) declare or pay any dividend or make any distribution on or in respect of the Borrower or any Subsidiary's Capital Stock (including any such payment in connection with any merger, amalgamation or consolidation involving the Borrower or any of its Subsidiaries) except:

(A) dividends, payments or distributions payable in Capital Stock of the Borrower (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Borrower; and

(B) dividends, payments or distributions payable to the Borrower or a Subsidiary (and, in the case of any such Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Borrower or another Subsidiary on no more than a *pro rata* basis);

(ii) purchase, repurchase, redeem, retire or otherwise acquire or retire for value any Capital Stock (or outstanding warrants, options or other rights to acquire Capital Stock) of the Borrower or any Parent Entity held by Persons other than the Borrower or a Subsidiary;

(iii) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, or make any scheduled repayment (other than regularly scheduled payments of interest and fees) or scheduled sinking fund payment with respect to, any Subordinated Indebtedness (which, for purposes of this Section 7.06, also includes Lien subordinated Indebtedness and unsecured Indebtedness for borrowed money), or

(iv) make any Restricted Investment (any such dividend, distribution, payment, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (i) through (iv) above are referred to herein as a "Restricted Payment").

(b) Section 7.06(a) will not prohibit any of the following (collectively, "Permitted Payments"):

(i) [reserved];

(ii) (a) any prepayment, purchase, repurchase, redemption, defeasance, discharge or other acquisition or retirement of Capital Stock, including any accrued and unpaid dividends thereon ("Treasury Capital Stock") or Subordinated Indebtedness made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Borrower (other than Disqualified Stock or Designated Preferred Stock) or a contribution to the equity of the Borrower (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution or Cure Amount) ("Refunding Capital Stock") (b) the declaration and payment of dividends on

Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance of such Treasury Capital Stock (other than to a Subsidiary of the Borrower or to an employee stock ownership plan or any trust established by the Borrower or any of its Subsidiaries); and (c) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under Section 7.06(b)(xiii) hereof, the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Capital Stock of a Parent Entity) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(iii) any prepayment, purchase, repurchase, exchange, redemption, defeasance, discharge or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Refinancing Indebtedness permitted to be Incurred pursuant to Section 7.03 hereof; *provided* that such Refinancing Indebtedness is also Subordinated Indebtedness;

(iv) any prepayment, purchase, repurchase, exchange, redemption, defeasance, discharge or other acquisition or retirement of Preferred Stock of the Borrower or a Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, Preferred Stock of the Borrower or a Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to Section 7.03 hereof;

(v) any prepayment, purchase, repurchase, redemption, defeasance, discharge or other acquisition or retirement of Subordinated Indebtedness of the Borrower or a Subsidiary:

(A) to the extent required by the agreement governing such Subordinated Indebtedness, following the occurrence of (A) a Change of Control (or other similar event described therein as a "change of control") or (B) an Asset Disposition (or other similar event described therein as an "asset disposition" or "asset sale") but only if the Borrower shall have first complied with the terms described under Section 2.05 and shall not be in default of Section 8.01(i) hereof, as applicable; or

(B) consisting of Acquired Indebtedness (other than Indebtedness Incurred (x) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Subsidiary or was otherwise acquired by the Borrower or a Subsidiary or (y) otherwise in connection with or contemplation of such acquisition);

(vi) [reserved];

(vii) the declaration and payment of dividends on Disqualified Stock of the Borrower or any of its Subsidiaries or Preferred Stock of a Subsidiary, issued in accordance with the terms of Section 7.03 hereof;

(viii) payments made or expected to be made by the Borrower or any Subsidiary in respect of withholding or similar taxes payable in connection with the exercise or vesting of Capital Stock or any other equity award by any future, present or former employee, director, officer, manager, contractor, consultant or advisor (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Borrower or any Subsidiary or any Parent Entity and purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed

to occur upon the exercise, conversion or exchange of stock options, warrants, equity-based awards or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof or payments in respect of withholding or similar taxes payable upon exercise or vesting thereof;

(ix) dividends, loans, advances or distributions to any Parent Entity or other payments by the Borrower or any Subsidiary in amounts equal to (without duplication):

(A) the amounts required for any Parent Entity to pay any Parent Entity Expenses; or

(B) amounts constituting or to be used for purposes of making payments to the extent specified in Sections 7.10(b)(ii), (iv), (x), (xi), (xii), (xiv) and (xviii);

(x) [reserved];

(xi) payments by the Borrower, or loans, advances, dividends or distributions to any Parent Entity to make payments, to holders of Capital Stock of the Borrower or any Parent Entity in lieu of the issuance of fractional shares of such Capital Stock; *provided*, *however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this Section 7.06 or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Borrower);

(xii) Restricted Payments that are made (a) in an amount not to exceed the amount of Excluded Contributions or (b) in an amount equal to the amount of net cash proceeds from an asset sale or disposition in respect of property or assets acquired, if the acquisition of such property or assets was financed with Excluded Contributions; *provided* that the amount of Restricted Payments permitted pursuant to this clause (b) shall not exceed the original amount of Excluded Contributions that were used to finance the acquisition or such property or assets;

(xiii) [reserved];

(xiv) [reserved];

(xv) any fees, costs and expenses (including all legal, accounting and other professional fees, costs and expenses) related thereto, including Transaction Expenses, or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends to any Parent Entity to permit payment by such Parent Entity of such amounts);

(xvi) so long as no Event of Default has occurred and is continuing (or would result therefrom), Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed $5,000,000 minus amounts reallocated to clause (u) of the definition of "Permitted Investments";

(xvii) mandatory redemptions of Disqualified Stock permitted to be issued hereunder;

(xviii) so long as no Default or Event of Default has occurred and is continuing (or would result therefrom), the prepayment, purchase, redemption, defeasance, repurchase, exchange or other acquisition or retirement of Subordinated Indebtedness, so long as, immediately after giving pro forma effect to the payment of any such Restricted Payment and the incurrence of any

Indebtedness the net proceeds of which are used to make such Restricted Payment, the Consolidated Total Leverage Ratio shall be no greater than 2.50:1.00;

(xix) payments or distributions to dissenting stockholders pursuant to applicable law (including in connection with, or as a result of, exercise of dissenters' or appraisal rights and the settlement of any claims or action (whether actual, contingent or potential)), pursuant to or in connection with a merger, amalgamation, consolidation or transfer of assets that complies with Section 7.04 hereof;

(xx) Restricted Payments to a Parent Entity to finance Investments that would otherwise be permitted to be made pursuant to this Section 7.06 if made by the Borrower; *provided* that (a) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (b) such Parent Entity shall, promptly following the closing thereof, cause (1) all property acquired (whether assets or Capital Stock) to be contributed to the capital of the Borrower or one of its Subsidiaries or (2) the merger or amalgamation of the Person formed or acquired into the Borrower or one of its Subsidiaries (to the extent not prohibited by Section 7.04 hereof) to consummate such Investment, (c) such Parent Entity and its Affiliates (other than the Borrower or a Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Borrower or a Subsidiary could have given such consideration or made such payment in compliance with this Agreement, (d) [reserved] and (e) such Investment shall be deemed to be made by the Borrower or such Subsidiary pursuant to another provision of this Section 7.06 (other than pursuant to Section 7.06(b)(ix)) or pursuant to the definition of "Permitted Investment" (other than pursuant to clause (n) thereof);

(xxi) [reserved];

(xxii) conversions of Subordinated Indebtedness into common stock or other Qualified Capital Stock;

(xxiii) refinancing or exchanges of any Subordinated Indebtedness (including Subordinated Indebtedness assumed in connection with a Permitted Acquisition or other similar Investment permitted under this Agreement (and not incurred in contemplation thereof)) for like Subordinated Indebtedness; and

(xxiv) payments or distributions to enable the direct and indirect equity owners of the Borrower to pay their respective income or similar Tax liabilities attributable to income of the Borrower and its Subsidiaries computed as if the Borrower and its Subsidiaries were taxed as corporations.

(c) The Borrower shall not, and shall not permit any of the Subsidiaries, directly or indirectly, to amend, modify or change any term or condition of documents evidencing Subordinated Indebtedness in a manner that violates the applicable subordination agreement or such document evidencing Subordinated Indebtedness in a manner that is material and adverse to the Lenders.

(d) [Reserved].

(e) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Borrower or such Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of

any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Borrower acting in good faith.

(f) Notwithstanding the foregoing, in no event shall any Loan Party make, or permit any other Loan Party to make, any disposition (whether pursuant to a sale, lease, license, transfer, Investment, Restricted Payment or otherwise) in or to any Affiliate or Subsidiary that is not a Loan Party (other than Holdings) consisting of Intellectual Property (or exclusive rights thereto), COAM Operating Contracts or Master Licenses that, in each case, are material to the business of the Borrower and its Subsidiaries, excluding non-exclusive licenses granted in the ordinary course of business.

Section 7.07 Holding Company Status. The Borrower shall cause Holdings not to engage in any business activities other than (i) direct ownership of the Capital Stock of the Borrower, (ii) activities incidental to the maintenance of its organizational existence (including the ability to incur fees, costs and expenses relating to such maintenance and performance of activities relating to its officers, directors, managers and employees and those of the Borrower and its Subsidiaries), (iii) performance of its obligations under the Loan Documents, (iv) the participation in tax, accounting, cash management and other administrative matters as a member of a consolidated group of companies including the Borrower and its Subsidiaries, (v) the performance of obligations under and compliance with its Organization Document or any applicable Law, (vi) the incurrence and payment of its operating and business expenses and any Taxes for which it may be liable, (vii) the issuance, sale or repurchase of its Capital Stock and the receipt of capital contributions as and to the extent permitted by this Agreement, (viii) making capital contributions, (ix) activities otherwise permitted by this Agreement, (x) Investments existing as of the Closing Date and pursuant to binding commitments, agreements or arrangements in effect on the Closing Date which, to the extent in an amount in excess of $25,000, are listed on Schedule 7.07, and (xi) activities incidental to the businesses or activities described in clauses (i) through (ix) above.

Section 7.08 Limitation on Restrictions on Distributions from Subsidiaries and Negative Pledges.

(a) The Borrower shall not, and shall not permit any Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Subsidiary to:

(i) to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any security for an obligation if security is granted for another obligation;

(ii) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Borrower or any Subsidiary;

(iii) make any loans or advances to the Borrower or any Subsidiary; or

(iv) sell, lease or transfer any of its property or assets to the Borrower or any Subsidiary;

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Borrower or any Subsidiary to other Indebtedness Incurred by the Borrower or any Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

(b) Section 7.08(a) shall not prohibit:

(i) any encumbrance or restriction pursuant to any agreement or instrument, in each case, in effect at or entered into on the Closing Date in connection with the Transactions;

(ii) any encumbrance or restriction pursuant to this Agreement, the Collateral Documents and the Guarantees;

(iii) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, amalgamated, consolidated or otherwise combined with or into the Borrower or any Subsidiary or on which such agreement or instrument is assumed by the Borrower or any Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Subsidiary or was acquired by the Borrower or was merged, amalgamated, consolidated or otherwise combined with or into the Borrower or any Subsidiary or entered into in contemplation of or in connection with such transaction) and outstanding on such date; *provided* that, for the purposes of this clause (iii), if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Borrower or any Subsidiary when such Person becomes the Successor Company;

(iv) any encumbrance or restriction:

(A) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

(B) contained in mortgages, pledges, charges or other security agreements permitted under this Agreement and the Collateral Documents or securing Indebtedness of the Borrower or a Subsidiary permitted under this Agreement and the Collateral Documents to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements;

(C) contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which the Borrower or any of its Subsidiaries is a party entered into in the ordinary course of business or consistent with past practice; *provided* that such agreement prohibits the encumbrance of solely the property or assets of the Borrower or such Subsidiary that are subject to such agreement, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Borrower or such Subsidiary or the assets or property of another Subsidiary; or

(D) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Borrower or any Subsidiary;

(v) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under this Agreement and the Collateral Documents, in each case, that impose encumbrances or restrictions on the property so acquired;

(vi) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Borrower or any Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(vii) customary provisions in leases, licenses, equityholder agreements, joint venture agreements, organizational documents and other similar agreements and instruments;

(viii) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation or order, or required by any regulatory authority;

(ix) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practice;

(x) any encumbrance or restriction pursuant to Hedging Obligations;

(xi) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Closing Date pursuant to the provisions of Section 7.03 that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

(xii) [reserved];

(xiii) any encumbrance or restriction arising pursuant to an agreement or instrument (which, if it relates to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be Incurred pursuant to the provisions of Section 7.03 hereof) if (i) the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Lenders than (a) the encumbrances and restrictions contained in the this Agreement, together with the security documents associated therewith or (b) in comparable financings (as determined in good faith by the Borrower) or (ii) either (a) the Borrower determines at the time of entry into such agreement or instrument that such encumbrances or restrictions will not adversely affect, in any material respect, the Borrower's ability to make principal or interest payments on the Secured Obligations or (b) such encumbrance or restriction applies only during the continuance of a default in respect of a payment relating to such agreement or instrument;

(xiv) any encumbrance or restriction existing by reason of any Lien permitted under Section 7.01 hereof; or

(xv) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (i) to (xiv) of this Section 7.08(b) or this clause (xv) (an "Initial Agreement") or contained in any amendment, supplement or other modification to an agreement referred to in clauses (i) to (xiv) of this Section 7.08(b) or this clause (xv); *provided*, *however*, that the encumbrances and restrictions with respect to such Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Lenders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Borrower).

Section 7.09 Financial Covenant. Except with the written consent of the Required First-Out Priority Exit Term Lenders and subject to Section 8.05, the Borrower shall not permit the Consolidated Total Leverage Ratio as of the last day of any Test Period (commencing with the last day of the first full fiscal quarter of the Borrower after the Closing Date) to be greater than 4.50 to 1.00 (the "Financial Covenant").

Section 7.10 Affiliate Transactions.

(a) The Borrower shall not, and shall not permit any of its Subsidiaries to enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Borrower (an "Affiliate Transaction") involving aggregate value in excess of the greater of $2,500,000 and 5.0% of LTM EBITDA unless:

(i) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Borrower or such Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(ii) in the event such Affiliate Transaction involves an aggregate value in excess of the greater of $500,000 and 1.0% of LTM EBITDA, the terms of such transaction have been approved by a majority of the members of the Board of Directors.

Any Affiliate Transaction shall be deemed to have satisfied the requirements set forth in Section 7.10(a)(ii) if such Affiliate Transaction is approved by a majority of the Disinterested Directors, if any.

(b) Section 7.10(a) shall not apply to:

(i) any Restricted Payment or other transaction permitted to be made or undertaken pursuant to Section 7.06 hereof (including Permitted Payments), or any Permitted Investment;

(ii) [reserved];

(iii) any transaction between or among the Borrower and any Subsidiary (or entity that becomes a Subsidiary as a result of such transaction), or between or among Subsidiaries;

(iv) the payment of compensation, fees, costs and expenses to, and indemnities (including under insurance policies) and reimbursements, employment and severance arrangements, and employee benefit and pension expenses provided on behalf of, or for the benefit of, future, current or former employees, directors, officers, managers, contractors, consultants, distributors or advisors (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Borrower or any Subsidiary (whether directly or indirectly including through any Person owned or controlled by any of such employees, directors, officers, managers, contractors, consultants, distributors or advisors (or their respective Controlled Investment Affiliates or Immediate Family Members));

(v) the entry into and performance of obligations of the Borrower or any of its Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Closing Date or entered into on or about the Closing Date in connection with the Transactions (*provided* that any such

Affiliate Transaction in a principal amount in excess of $500,000 is set forth on Schedule 7.10), as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this Section 7.10 or to the extent not more disadvantageous to the Lenders in any material respect in the reasonable determination of the Borrower when taken as a whole as compared to the applicable agreement as in effect on the Closing Date or when entered into in connection with the Transactions, as applicable;

(vi) [reserved];

(vii) transactions with customers, vendors, clients, joint venture partners, suppliers, contractors, distributors or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice, which are fair to the Borrower or the relevant Subsidiary, in the reasonable determination of the Borrower, or are on terms, taken as a whole, that are not materially less favorable as might reasonably have been obtained at such time from an unaffiliated party;

(viii) [reserved];

(ix) issuances, sales or transfers of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Borrower or any of the Subsidiaries or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights (and the performance of the related obligations) in connection therewith or any contribution to capital of the Borrower or any Subsidiary;

(x) the payment of fees to any Affiliate that is a nationally recognized investment bank for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including, without limitation, in connection with acquisitions or divestitures, which payments are on customary terms and are approved by a majority of the Disinterested Directors in good faith;

(xi) payment to any Permitted Holder of all out of pocket expenses Incurred by such Permitted Holder in connection with its direct or indirect investment in the Borrower and its Subsidiaries;

(xii) the Transactions and the payment of all fees, costs and expenses (including all legal, accounting and other professional fees, costs and expenses) related to the Transactions, including Transaction Expenses;

(xiii) transactions in which the Borrower or any Subsidiary, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view or meets the requirements of Section 7.10(a)(i) hereof;

(xiv) the existence of, or the performance by the Borrower or any Subsidiary of its obligations under the terms of, any equityholders, investor rights or similar agreement (including any registration rights agreement or purchase agreements related thereto) to which it is party as of the Closing Date and any similar agreement that it (or any Parent Entity) may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Borrower or any Subsidiary (or any Parent Entity) of its obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Closing Date will only be permitted under

this clause to the extent that the terms of any such amendment or new agreement are not otherwise, when taken as a whole, more disadvantageous to the Lenders in any material respect in the reasonable determination of the Borrower than those in effect on the Closing Date;

(xv) any purchases by the Borrower's Affiliates of Indebtedness or Disqualified Stock of the Borrower or any of the Subsidiaries the majority of which Indebtedness or Disqualified Stock is purchased by Persons who are not the Borrower's Affiliates;

(xvi) (x) investments by Affiliates in securities or loans of the Borrower or any of its Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such Affiliates in connection therewith) so long as the investment is being offered by the Borrower or such Subsidiary generally to other non-affiliated third party investors on the same or more favorable terms and (y) payments to Affiliates in respect of securities or loans of the Borrower or any of its Subsidiaries contemplated in the foregoing subclause (x) or that were acquired from Persons other than the Borrower and its Subsidiaries, in each case, in accordance with the terms of such securities or loans;

(xvii) payments by any Parent Entity, the Borrower and its Subsidiaries pursuant to any tax sharing agreement to the extent permitted by Section 7.06(b)(xxiv);

(xviii) payments, Indebtedness and Disqualified Stock (and cancellation of any thereof) of the Borrower and its Subsidiaries and Preferred Stock (and cancellation of any thereof) of any Subsidiary to any future, current or former employee, director, officer, manager, contractor, consultant or advisor (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Borrower, any of its Subsidiaries or any of its Parent Entities pursuant to any management equity plan, stock option plan, phantom equity plan or any other management, employee benefit or other compensatory plan or agreement (and any successor plans or arrangements thereto), employment, termination or severance agreement, or any stock subscription or equityholder agreement with any such employee, director, officer, manager, contractor, consultant or advisor (or their respective Controlled Investment Affiliates or Immediate Family Members) that are, in each case, approved by the Borrower in good faith;

(xix) any management equity plan, stock option plan, phantom equity plan or any other management, employee benefit or other compensatory plan or agreement (and any successor plans or arrangements thereto), employment, termination or severance agreement, or any stock subscription or equityholder agreement between the Borrower or its Subsidiaries and any distributor, employee, director, officer, manager, contractor, consultant or advisor (or their respective Controlled Investment Affiliates or Immediate Family Members) approved by the reasonable determination of the Borrower or entered into in connection with the Transactions;

(xx) any transition services arrangement, supply arrangement or similar arrangement entered into in connection with or in contemplation of the disposition of assets or Capital Stock in any Subsidiary permitted under Section 7.05 hereof or entered into with any Business Successor, in each case, that the Borrower determines in good faith is either fair to the Borrower or otherwise on customary terms for such type of arrangements in connection with similar transactions;

(xxi) [reserved];

(xxii) (i) any lease entered into between the Borrower or any Subsidiary, as lessee, and any Affiliate of the Borrower, as lessor and (ii) any operational services arrangement entered into between the Borrower or any Subsidiary and any Affiliate of the Borrower, in each case, which is approved as being on arm's length terms by the reasonable determination of the Borrower;

(xxiii) any IP Rights licenses or sublicenses or research or development agreements in the ordinary course of business or consistent with past practice;

(xxiv) the payment of fees, costs and expenses related to registration rights and indemnities provided to equityholders pursuant to equityholders, investor rights, registration rights or similar agreements;

(xxv) any Permitted Intercompany Activities and Intercompany License Agreements; and

(xxvi) transfer pricing or shared services agreements and intercompany loans in connection therewith.

(c) In addition, if the Borrower or any of its Subsidiaries (i) purchases or otherwise acquires assets or properties from a Person which is not an Affiliate, the purchase or acquisition by an Affiliate of the Borrower of an interest in all or a portion of the assets or properties acquired shall not be deemed an Affiliate Transaction (or cause such purchase or acquisition by the Borrower or a Subsidiary to be deemed an Affiliate Transaction) or (ii) sells or otherwise disposes of assets or other properties to a Person who is not an Affiliate, the sale or other disposition by an Affiliate of the Borrower of an interest in all or a portion of the assets or properties sold shall not be deemed an Affiliate Transaction (or cause such sale or other disposition by the Borrower or a Subsidiary to be deemed an Affiliate Transaction).

Section 7.11 Amendments of Material Documents. The Borrower shall not, nor shall the Borrower permit any Loan Party or any Subsidiary to, amend or modify its organizational documents in a manner that is materially adverse to the Lenders (in their capacities as such) without obtaining the prior written consent of the Administrative Agent; *provided* that, for the avoidance of doubt, it is understood and agreed that the Borrower and/or any Loan Party and/or Subsidiary may amend or modify its organizational documents to effect a change to its respective organizational form and/or consummate any other transaction that is permitted under Section 7.04.

ARTICLE VIII

Events of Default and Remedies

Section 8.01 Events of Default. The occurrence and continuance of any of the following events referred to in any of clauses (a) through (l) inclusive of this Section 8.01 shall constitute an "Event of Default":

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document.

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.01(c) (subject to a ten (10) Business Day grace period), 6.02(g) (subject to a five (5) Business Day grace period), 6.03(a), 6.03(d)-(g) (subject to a ten (10) Business Day grace period), 6.04 (solely with respect to the Borrower) or Article VII (other than Section 7.09) or Section 7.09; *provided* that (i) a Default or an Event of Default in respect of Section 7.09 (a "Financial Covenant Event of Default") shall not occur until the earlier of (x) the expiration of the Cure Period and (y) the date on which the Borrower notifies the Administrative Agent that the Cure Right shall not be exercised with respect to such breach, and then shall occur only if the Cure Amount has not been

received on or prior to such date and (ii) a Financial Covenant Event of Default shall not constitute a Default or an Event of Default with respect to any Second-Out Priority Exit Term Loans unless and until the Required First-Out Priority Exit Term Lenders have declared all First-Out Priority Exit Term Loans to be immediately due and payable, in each case in accordance with this Agreement and such declaration has not been rescinded on or before such date (the "Second-Out Priority Exit Term Loan Standstill Period").

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after the earlier of (i) receipt by the Borrower of written notice thereof by the Administrative Agent or the Required Lenders and (ii) actual knowledge thereof by a Responsible Officer of a Loan Party.

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party or any Subsidiary herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made (without duplication of materiality qualifiers) and such incorrect or misleading representation, warranty, certification or statement of fact, if capable of being cured, remains so incorrect or misleading for thirty (30) days after the earlier of (x) any Loan Party having actual knowledge thereof and (y) the Borrower's receipt of written notice from the Administrative Agent with respect thereto.

(e) Cross-Default. Any Loan Party or any Subsidiary (A) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount exceeding the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs (other than (i) with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts and (ii) any event requiring prepayment pursuant to customary asset sale events, insurance and condemnation proceeds events, change of control offers events and excess cash flow and indebtedness sweeps), the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (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, all such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem all such Indebtedness to be made, prior to its stated maturity; *provided* that this clause (e)(B) shall not apply to secured Indebtedness that becomes due (or requires an offer to purchase) 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 and under the documents providing for such Indebtedness; *provided*, *further*, that (x) such failure is unremedied and is not waived by the required holders of such Indebtedness and (y) for the avoidance of doubt, any event or condition set forth under this paragraph (e) shall not, until the expiration of any applicable grace period or the delivery of notice by the applicable holder or holders of such Indebtedness, constitute a Default or an Event of Default for purposes of this Agreement.

(f) Insolvency Proceedings, Etc. Any Loan Party or any of the Subsidiaries 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, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver 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.

(g) Judgments. There is entered against any Loan Party or any Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) days after such judgment becomes final.

(h) Invalidity of Loan Documents. Any material provision of any Loan 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 7.04 or Section 7.05) or as a result of acts by the Administrative Agent in the sole control of the Administrative Agent or omissions by the Administrative Agent in the sole control of the Administrative Agent or the payment in full of all the Secured Obligations and termination of all Commitments, ceases to be in full force and effect or ceases to create a valid and perfected lien on a material portion the Collateral covered thereby other than Collateral having a fair market value not exceeding $1,000,000; or any Loan Party contests in writing the validity or enforceability of any material provision of any Collateral Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Collateral Document (other than as a result of repayment in full of the Secured Obligations and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Collateral Document.

(i) Change of Control. There occurs any Change of Control.

(j) ERISA Event. An ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to have a Material Adverse Effect.

(k) Gaming License. (i) The Borrower or any Subsidiary (except in connection with a disposition permitted under Section 7.04) fails to apply to renew its Master License during the applicable period for renewal thereof, and its Master License has lapsed as a result; or (ii) the Master License held by the Borrower or any Subsidiary is surrendered by such Person, or such Person is suspended from receiving revenue under the Master License for more than forty-five (45) consecutive days; or (iii) a determination of the Georgia Lottery Corporation to revoke or not renew the Master License held by the Borrower or any Subsidiary is affirmed in a final and non-appealable decision by a court or other judicial body of competent jurisdiction; or (iv) there shall have been a License Revocation (other than with respect to a Master License) by any Gaming Authority in one or more jurisdictions in which the Borrower or any of its Subsidiaries conducts business, which License Revocation (in the aggregate with any other such License Revocations then in effect) relates to operations of Borrower and/or the Subsidiaries that in the most recent Test Period accounted for twenty percent (20%) or more of the Consolidated EBITDA of the Borrower and its Subsidiaries; *provided*, *however*, that such License Revocation continues for at least forty-five (45) consecutive days after the earlier of (x) the date of cessation of the affected operations as a result of such License Revocation and (y) the date that none of the Borrower or any of its Subsidiaries receives the net cash flows generated by any such operations.

Notwithstanding anything to the contrary contained herein, any "Default" under this Section 8.01 will not constitute an "Event of Default" until the Loan Parties do not cure such "Default" within the time period (if any) specified in the applicable clauses of this Section 8.01 after receipt of any required notice provided for therein (if any) to the extent such clauses of Section 8.01 provide for such cure periods.

Section 8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may, and shall, at the request of the Required Lenders, take any or all of the following actions (or, if a Financial Covenant Event of Default occurs and is continuing and prior to the expiration of the Second-Out Priority Exit Term Loan Standstill Period, if the only Events of Default then having occurred and continuing are pursuant to a Financial Covenant Event of Default, at the request of the Required First-Out Priority Exit Term Lenders only, and in such case only with respect to the First-Out Priority Exit Term Loans):

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments shall be terminated;

(b) 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 Loan 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; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law;

provided that upon the occurrence of an Event of Default under Section 8.01(f), the obligation of each Lender to make Loans shall automatically terminate and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case, without further act of the Administrative Agent or any Lender.

Section 8.03 [Reserved].

Section 8.04 Application of Funds. If the circumstances described in Section 2.12(g) have occurred, or after the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), including in any bankruptcy or insolvency proceeding, any amounts received on account of the Secured Obligations (and proceeds of Collateral) shall be applied by the Administrative Agent, subject to any Customary Intercreditor Agreement then in effect, in each case, in the following order:

First, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (including Attorney Costs payable under Section 10.04 and amounts payable under Article III) payable to each Agent in its capacity as such;

Second, to payment of that portion of the Secured Obligations constituting fees, indemnities and other amounts payable to the Lenders (other than principal and interest, but including Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Secured Obligations constituting an amount equal to all accrued and unpaid interest payable to the Lenders holding First-Out Priority Exit Term Loans ratably among them in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Secured Obligations constituting principal amounts outstanding in respect of the First-Out Priority Exit Term Loans payable to the Lenders

holding First-Priority Exit Term Loans ratably among them in proportion to the respective amounts described in this clause Fourth payable to them;

Fifth, to payment of that portion of the Secured Obligations constituting an amount equal to all accrued and unpaid interest payable to the Lenders holding Second-Out Priority Exit Term Loans ratably among them in proportion to the respective amounts described in this clause Fifth payable to them;

Sixth, to payment of that portion of the Secured Obligations constituting principal amounts outstanding in respect of the Second-Out Priority Exit Term Loans payable to the Lenders holding Second-Out Priority Exit Term Loans ratably among them in proportion to the respective amounts described in this clause Sixth payable to them;

Seventh, to payment of all other Secured Obligations that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Secured Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Secured Obligations have been paid in full, to the Borrower or as otherwise required by Law.

Section 8.05 Permitted Holders' Right to Cure.

(a) Notwithstanding anything to the contrary contained in Section 8.01(b), in the event that the Borrower fails to comply with the requirement of the Financial Covenant as of the last day of the any Test Period, any of the Permitted Holders shall have the right, during the period beginning at the start of any fiscal quarter in which the Borrower determines that a breach of the Financial Covenant may occur, until the expiration of the fifteenth (15th) Business Day (the "Cure Period") after the date on which financial statements with respect to the applicable Test Period in which the Financial Covenant is being measured are required to be delivered pursuant to Section 6.01, to make a direct or indirect equity investment in the Borrower in cash in the form of common Capital Stock (or other Qualified Capital Stock reasonably acceptable to the Administrative Agent) (the "Cure Right"), and upon the receipt by the Borrower of Net Cash Proceeds pursuant to the exercise of the Cure Right (the "Cure Amount"), the Financial Covenant shall be recalculated, giving effect to a *pro forma* increase to Consolidated EBITDA for such Test Period in an amount equal to such Cure Amount; *provided* that (x) such *pro forma* adjustment to Consolidated EBITDA shall be given solely for the purpose of determining the existence of a Default or an Event of Default under the Financial Covenant with respect to any Test Period that includes the fiscal quarter for which such Cure Right was exercised and not for any other purpose under any Loan Document (including for purposes of determining pricing, mandatory prepayments and the availability or amount permitted pursuant to any covenant under Article VII) for the quarter with respect to which such Cure Right was exercised and (y) there shall be no reduction in Indebtedness in connection with any Cure Amounts for determining compliance with Section 7.09 and no Cure Amounts will reduce (or count towards) the Consolidated Total Leverage Ratio for purposes of any calculation thereof for the fiscal quarter with respect to which such Cure Right was exercised.

(b) If, after the exercise of the Cure Right and the recalculations pursuant to clause (a) above, the Borrower shall then be in compliance with the requirements of the Financial Covenant during such Test Period, the Borrower shall be deemed to have satisfied the requirements of the Financial Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 8.01 that had occurred shall be deemed cured; *provided* that (i) the Cure Right may be exercised on no more than five (5) occasions,

(ii) in each four consecutive fiscal quarter period, there shall be at least two (2) fiscal quarters in respect of which no Cure Right is exercised, and (iii) with respect to any exercise of the Cure Right, the Cure Amount shall not be given effect in an amount greater than the amount required to cause the Borrower to be in compliance with the Financial Covenant.

Notwithstanding anything herein to the contrary, prior to the expiration of the Cure Period (x) the Lenders shall not be permitted to exercise any rights then available as a result of an Event of Default under Article VII on the basis of a breach of the Financial Covenant so as to enable the Borrower to consummate its Cure Rights as permitted under this Section 8.05 and (y) the Lenders shall not be required to make any Credit Extension, unless and until the Borrower has received the Cure Amount required to cause the Borrower to be in compliance with the Financial Covenant or all existing Events of Default are waived or cured.

Section 8.06 Gaming Requirements.

(a) The rights of the Lenders to assign interests or grant participations in any Loan, Commitment, Obligation, or other interests of the Lenders hereunder shall be subject to the approval of all applicable Gaming Authorities, to the extent required by applicable Gaming Laws.

(b) Upon the occurrence of a Disqualification Event with respect to any Lender, the Borrower shall have the right (in its sole discretion) to remove such Lender as a party to this Agreement. In the event the Borrower elects to remove such Lender, the Borrower shall:

(i) prepay the Loans and other Obligations owing to such Lender without premium or penalty (except as set forth in Section 3.04) and terminate its Commitments in accordance with the requirements of this Agreement governing prepayments; or

(ii) require such Lender to execute and deliver an Assignment and Assumption covering such Lender's interest in its Loans and other Obligations, and its Commitments, in favor of one or more Eligible Assignees at an aggregate purchase price equal to the amount of the Loans and other Obligations owing to such Lender (without a prepayment premium or penalty except as set forth in Section 3.04); *provided*, *however*, that such Lender shall assign its interests at a lower price if the Borrower pays the difference required to make the aggregate purchase price equal to such amount, it being understood that in no event shall any Lender be required to assign its interests in the Loans and other Obligations at an aggregate purchase price which is less than the aggregate amount of Loans and other Obligations owing to such Lender (without a prepayment premium or penalty except as set forth in Section 3.04).

Section 8.07 Restrictions Under Gaming Laws.

(a) Notwithstanding any other provision of this Agreement or any other Loan Document to the contrary, all rights, remedies and powers provided in this Agreement and the other Loan Documents, including with respect to the Collateral, may be exercised only to the extent, and in the manner, that the exercise thereof does not violate applicable Gaming Laws and only to the extent that all approvals required by applicable Gaming Laws for the exercise thereof, including prior approvals (if any), are obtained from the applicable Gaming Authorities. In addition, all provisions of this Agreement and the other Loan Documents, including with respect to the Collateral, are subject to all applicable mandatory provisions of the Gaming Laws and to be limited solely to the extent necessary to not render the provisions of this Agreement and the other Loan Documents invalid or unenforceable, in whole or in part. The Lenders and the Administrative Agent agree and confirm that they have not taken and do not intend to take any interest in any Excluded Property. The parties acknowledge and agree that the provisions of this clause (a) shall not be for the benefit of Holdings, the Borrower or any of its Subsidiaries.

(b) Subject to Section 8.02, the Borrower acknowledges and agrees that, upon the occurrence of an Event of Default:

(i) the Administrative Agent and the Lenders, in furtherance of the exercise of their rights and remedies hereunder, may retain (or may instruct the Borrower to retain, and upon such instruction the Borrower shall retain) Qualified Persons in possession of all licenses, permits and approvals required by applicable Gaming Laws to operate and manage the business of the Borrower and its Subsidiaries;

(ii) any (x) collection of, sale of, foreclosure upon or other action with respect to the Collateral and (y) assignment and/or sale of some or all of the COAM Operating Contracts of the Loan Parties and their Subsidiaries to a third party purchaser duly licensed in accordance with applicable Gaming Laws, may (in each case under the foregoing clauses (x) and (y)) be made or conducted at the direction of the Administrative Agent by or with the assistance of any such Qualified Person in accordance with the terms and conditions of the Loan Documents, all at the expense of the Borrower; *provided* that any such sale or foreclosure shall at all times comply with all applicable Gaming Laws; and

(iii) the Loan Parties shall provide the Administrative Agent with all assistance requested by the Administrative Agent to collect amounts payable by the Georgia Lottery Corporation and to consummate any collection, sale, foreclosure or assignment of Collateral and/or COAM Operating Contracts, and shall immediately pay over to the Administrative Agent any proceeds received by the Loan Parties in connection with any such collection, sale, foreclosure or assignment, for application pursuant to the terms hereof.

ARTICLE IX

Administrative Agent and Other Agents

Section 9.01 Appointment and Authorization of Agents.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative 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 Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan 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. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Collateral Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

(b) [Reserved].

(c) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacity as a Lender) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Collateral Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.02 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 Administrative Agent), shall be entitled to the benefits of all provisions of this Article IX (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.02 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence, bad faith or willful misconduct.

Section 9.03 Liability of Agents. No Agent-Related Person shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby, including their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent (except for its own gross negligence, bad faith or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or the perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, or the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof. No Agent shall 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 Loan Documents that such Agent is 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 Loan Documents); *provided* that such Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Law. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other

number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), or in the absence of its own gross negligence, bad faith or willful misconduct.

Section 9.04 Reliance by Agents .

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent and shall not incur any liability for relying thereon. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice. Subject to the other provisions of this Article IX, the Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders (or, if a Financial Covenant Event of Default occurs and is continuing and prior to the expiration of the Second-Out Priority Exit Term Loan Standstill Period, if the only Events of Default then having occurred and continuing are pursuant to a Financial Covenant Event of Default, the Required First-Out Priority Exit Term Lenders only, and in such case only with respect to the First-Out Priority Exit Term Loans) in accordance with Article VIII; *provided* that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.06 Credit Decision; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents

and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), *pro rata*, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it in its capacity as an Agent-Related Person; *provided* that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence, bad faith or willful misconduct, as determined by the final judgment of a court of competent jurisdiction; *provided* that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence, bad faith or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower; *provided* that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

Section 9.08 Agents in their Individual Capacities. WSFS and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Capital Stock in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though WSFS was not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, WSFS or its Affiliates may receive information regarding any Loan Party or any Affiliate of a Loan Party (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, WSFS shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not

the Administrative Agent hereunder, and the terms "Lender" and "Lenders" include WSFS in its individual capacity.

Section 9.09 Successor Agents. The Administrative Agent may resign as the Administrative Agent and Collateral Agent upon ten (10) days' notice to the Borrower and the Lenders. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint a successor agent for the Lenders, which appointment of a successor agent shall require the consent of the Borrower at all times other than during the existence of an Event of Default under Section 8.01(f) or (g) (which consent of the Borrower shall not be unreasonably withheld, conditioned or delayed). If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the resigning Administrative Agent may appoint, after consulting with the Borrower and the Lenders, a successor agent. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and Collateral Agent and the term "Administrative Agent" shall mean such successor administrative agent and/or supplemental administrative agent, as the case may be (and the term "Collateral Agent" shall mean such successor collateral agent and/or supplemental agent, as described in Section 9.01(c)), and the retiring Administrative Agent's appointment, powers and duties as the Administrative Agent and Collateral Agent shall be terminated. After the retiring Administrative Agent's resignation hereunder as the Administrative Agent and Collateral Agent, the provisions of this Article IX and Section 10.04 and Section 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent and Collateral Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent and Collateral Agent by the date which is thirty (30) days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent and Collateral Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed). Upon the acceptance of any appointment as the Administrative Agent and Collateral Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to any Mortgages, and such other security agreements, instruments or notices, as may be necessary or desirable, or as the Required Lenders may reasonably request, in order to (a) continue the perfection of the Liens granted or purported to be granted by the Collateral Documents or (b) otherwise ensure that the Collateral and Guarantee Requirement is satisfied, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall, to the extent not previously discharged, be discharged from its duties and obligations under the Loan Documents.

Section 9.10 Administrative Agent 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 Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan 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 and all other Secured Obligations 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 and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and

advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent hereunder) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due to the Administrative Agent under Section 2.09 and Section 10.04.

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 any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.11 Collateral and Guaranty Matters. The Lenders irrevocably agree:

(a) that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically released (i) upon termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than contingent indemnification obligations not yet accrued and payable), (ii) at the time the property subject to such Lien is transferred as part of or in connection with any transfer permitted hereunder (including any Asset Disposition permitted hereunder) or under any other Loan Document to any Person other than any other Loan Party (*provided* that in the event of a transfer of assets from a Loan Party to another Loan Party organized in a different jurisdiction, the Collateral Agent shall, upon request of the Borrower or any other Loan Party, release such Lien if such transferee Loan Party takes all actions reasonably necessary to grant a Lien in such transferred assets to the Collateral Agent (to the extent required by the Collateral and Guarantee Requirement)), (iii) subject to Section 10.01, 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 clause (c) below or (v) if the property subject to such Lien becomes Excluded Property;

(b) to release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is a Permitted Lien under clauses (i) or (l) (in the case of clause (l), upon the reasonable request of the Borrower, to the extent required by the terms of the agreements governing such Permitted Lien) of the definition thereof; and

(c) if any Subsidiary Guarantor ceases to be a Subsidiary, or becomes an Excluded Subsidiary, in each case as a result of a transaction permitted hereunder or designation permitted hereunder (as certified in writing delivered to the Administrative Agent by a Responsible Officer of the Borrower) (*provided* that the release of any Subsidiary Guarantor from its obligations under the Loan Documents solely as a result of such Subsidiary Guarantor becoming an Excluded Subsidiary of the type described in clause (j) of the definition thereof shall only be permitted if such Subsidiary Guarantor becomes such an Excluded Subsidiary pursuant to a transaction with a third party that is not otherwise an Affiliate of the Borrower and such transaction was not for the primary purpose of releasing the Guarantee of such Subsidiary Guarantor, and, in the case of an Excluded Subsidiary of the type described in clause (j) of the definition thereof, only if such Subsidiary Guarantor ceases to be a Subsidiary), such Subsidiary shall

automatically be released from its Obligations under the Loan Documents, and all security interests created by the Collateral Documents in Collateral owned by such Subsidiary shall be automatically released.

Notwithstanding anything contained herein to the contrary, upon request by the Administrative Agent at any time, the Required Lenders shall confirm in writing the Administrative 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 9.11 (in each case, to the extent such release or subordination is permitted hereunder); *provided* that the absence of such confirmation shall not affect in any way the validity of the automatic releases of security interest or Guaranty contemplated by this Agreement or the Administrative Agent's obligations to comply with the provisions of the immediately following sentence. In each case as specified in this Section 9.11, the Administrative Agent will promptly (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request (i) to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents (including the filing of termination statements or the return of pledged collateral), or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.11; *provided* that prior to any such request, the Borrower shall have in each case delivered to the Administrative Agent written request therefor and, to the extent requested by the Administrative Agent, a certificate of the Borrower to the effect that the release of such Guarantor or Collateral, as applicable, is in compliance with the Loan Documents. Each of the Lenders irrevocably authorizes the Administrative Agent to rely on any such certificate without independent investigation and release its interests in any Collateral or release any Guarantor from its obligations under the Loan Documents pursuant to this Section 9.11 (including, in each case of the foregoing, by filing applicable termination statements and/or returning pledged Collateral); it being acknowledged and agreed by each Secured Party that the Administrative Agent, in its capacity as such, shall have no liability with respect to relying on such certificate and taking actions to evidence such release.

Section 9.12 Other Agents and Managers. None of the Lenders, the Agents or other Persons identified on the facing page or signature pages of this Agreement as a "co-arranger", if any, shall have any obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Agents, Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.13 Appointment of Supplemental Administrative Agents.

(a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, the Administrative Agent is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent (any such additional individual or institution being referred to herein individually as a "Supplemental Administrative Agent" and, collectively, as "Supplemental Administrative Agents").

(b) In the event that the Administrative Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article IX and of Section 10.04 and Section 10.05 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require.

(c) Should any instrument in writing from any Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to it such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

Section 9.14 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 Loan Document an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority 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 was 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 Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, 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 amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 9.14. The agreements in this Section 9.14 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 Agreement and the repayment, satisfaction or discharge of all other obligations. For the avoidance of doubt, this Section 9.14 shall not limit or expand the obligations of the Borrower or any Guarantor under Section 3.01 or any other provision of this Agreement.

Section 9.15 [Reserved].

Section 9.16 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of,

the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable, and the conditions of such exemption have been satisfied, with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the Collateral or the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9.17 Erroneous Payments. (a) Each Lender hereby agrees that if the Administrative Agent notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient, a "Erroneous Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Erroneous Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Erroneous Payment Recipient (whether or not known to such Lender, Secured Party or other Erroneous Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return

of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Erroneous Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or Secured Party shall (or, with respect to any Erroneous Payment Recipient who received such funds on its behalf, shall cause such Erroneous Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Erroneous Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Erroneous Payment Recipient under this clause (a) shall be conclusive, absent manifest error. If an Erroneous Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary.

(b) Each Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(c) For so long as an Erroneous Payment (or portion thereof) has not been returned by any Erroneous Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "Erroneous Payment Return Deficiency") to the Administrative Agent after demand therefor in accordance with immediately preceding clause (a), (i) the Administrative Agent may elect, in its sole discretion on written notice to such Lender or Secured Party, that all rights and claims of such Lender or Secured Party with respect to the Loans or other Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "Erroneous Payment Corresponding Loan Amount") shall immediately vest in the Administrative Agent upon such election, and after such election, the Administrative Agent (x) may reflect its ownership interest in Loans in a principal amount equal to the Erroneous Payment Corresponding Loan Amount in the Register, and (y) upon five (5) Business Days' written notice to such Lender or Secured Party, may sell such Loan (or portion thereof) in respect of the Erroneous Payment Corresponding Loan Amount, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such Lender or Secured Party shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Secured Party (and/or against any Erroneous Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the Administrative Agent has sold such Loan, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such Lender or Secured Party with respect to the Erroneous Payment Return Deficiency. For the avoidance of doubt, no vesting or sale pursuant to the foregoing clause (i) will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(e) No Erroneous Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 9.17 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Loan Document.

ARTICLE X

Miscellaneous

Section 10.01 Amendments, Etc. Except as otherwise set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Administrative Agent, the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided* that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.01 or the waiver of any Default or Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date scheduled for, or reduce the amount of, or forgive, any payment of principal or interest under Section 2.07 or Section 2.08, fees or other amounts or extend scheduled amortization payments or final maturity or the date for the payment of other interest or fees, without the written consent of each Lender directly and adversely affected thereby (it being understood that an amendment, modification or waiver of, or consent to departure from, any condition precedent, covenant, Event of Default, waiver of (or amendment to the terms of) any mandatory prepayment of the Term Loans, waiver of default interest, waiver of the MFN Adjustment or mandatory reduction of the Commitments shall not constitute a postponement, reduction or forgiveness of any date scheduled for the payment of principal, interest or other fees or amounts or an extension of any maturity date);

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or (subject to clause (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby; *provided* that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate or to waive the MFN Adjustment;

(d) change any provision of this Section 10.01 or the definitions of "Required Lenders," "Required First-Out Priority Exit Term Lenders" or "Supermajority Lenders" without the written consent of each Lender;

(e) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender; *provided* that any transaction permitted under

Section 7.04 or Section 7.05 shall not be subject to this clause (e) to the extent such transaction does not result in the release of all or substantially all of the Collateral;

(f) release all or substantially all of the Guarantees in any transaction or series of related transactions, without the written consent of each Lender; *provided* that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (f) to the extent such transaction does not result in the release of all or substantially all of the Guarantees;

(g) subordinate the Liens on the Collateral for the benefit of any of the Lenders (in its capacity as a Secured Party hereunder) in respect of any of its Secured Obligations to any other Lien in respect of any Indebtedness without the prior written consent of each Lender adversely affected thereby;

(h) effectuate any payment subordination with respect to the Secured Obligations owing to any Lender without the prior written consent of each Lender adversely effected thereby;

(i) change any provision of Sections 2.05(b)(iv), 2.13 or 8.04 that would alter the *pro rata* sharing and payment waterfall provisions without the written consent of each Lender directly and adversely affected thereby; or

(j) modify Section 6.11(b) without the written consent of the Supermajority Lenders;

provided, *further*, that (i) notwithstanding anything to the contrary contained in Section 10.01(g) and Section 10.01(h) above, the Secured Obligations may be subordinated in priority of payment and security to Indebtedness that is offered to all Lenders on the same terms on a pro rata basis, so long as at least 70% of the Lenders consent to such subordination; (ii) [reserved]; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document; (iv) Section 10.07(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 an SPC at the time of such amendment, waiver or other modification; (v) any amendment or waiver that by its terms affects the rights or duties of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders were the only Class of Lenders; and (vi) the consent of the Required First-Out Priority Exit Term Lenders (and no other Lenders) shall be necessary to amend or waive the terms and provisions of Sections 7.09, 8.01(b)(ii) and 8.05 (and related definitions as used in such Sections, but not as used in other Sections of this Agreement).

Notwithstanding anything to the contrary contained in this Section 10.01, any guarantees, collateral documents, security documents, intercreditor agreements and related documents executed by Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented, modified, terminated or waived with the consent of the Administrative Agent (in its sole discretion) at the request of the Borrower without the need to obtain the consent of any Lender if such amendment, supplement or waiver is not, in the reasonable determination of the Administrative Agent, materially adverse to the Lenders and is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to correct or cure ambiguities, errors, inconsistencies, omissions, mistakes or defects (including to correct or cure incorrect cross references or similar inaccuracies), (iii) to effect administrative changes of a technical or immaterial nature or (iv) to cause such guarantee, collateral document, security document, intercreditor agreement or other document to be consistent with this Agreement and the other Loan Documents. Furthermore, with the consent of the Administrative Agent (in its sole discretion) at the request of the

Borrower (without the need to obtain any consent of any Lender), any Loan Document may be amended (x) to correct or cure ambiguities, errors inconsistencies, omissions, mistakes or defects, (y) to effect administrative changes of a technical or immaterial nature or (z) to correct or cure incorrect cross references or similar inaccuracies. The Loan Parties and the Lenders hereby expressly indemnify the Administrative Agent if it relies on this provision in accordance with the terms of Section 9.07 or Section 10.05, as applicable, in each case, without regard to any exceptions for bad faith, gross negligence or willful misconduct.

Notwithstanding anything in this Section 10.01 to the contrary, (a) technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent to the extent necessary (i) to integrate any Incremental Term Loans or Refinancing Term Loans, (ii) to integrate or make administrative modifications with respect to borrowings and (iii) to integrate terms or conditions from any Incremental Facility Amendment that are more restrictive than this Agreement in accordance with Section 2.14(e), (b) without the consent of any Lender, the Loan Parties, the Administrative Agent or the Collateral Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into (x) any amendment, modification or waiver of any Loan 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 Secured Parties to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document or (y) any applicable intercreditor agreement contemplated by this Agreement, in each case with the holders of Indebtedness permitted by this Agreement to be secured by the Collateral, (c) the Administrative Agent and the Borrower may amend and modify this Agreement and the other Loan Documents without the approval or consent of any other party to integrate necessary or appropriate modifications (as the Borrower and the Administrative Agent shall reasonably agree) with respect to changes in the fiscal year of the Borrower in accordance with Section 6.18 and (d) all Lenders hereby agree that the Administrative Agent and the Borrower may amend and modify this Agreement and the other Loan Documents without the approval or consent of any other party to integrate necessary or appropriate modifications (as the Borrower and the Administrative Agent shall reasonably agree) with respect to the transition in the financial accounting of the Borrower from IFRS to GAAP.

Notwithstanding anything herein to the contrary, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent that by its terms requires the consent of all the Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender and (y) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender.

Section 10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, 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 or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the Borrower and the Administrative Agent.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 10.02(b)), when delivered; *provided* that notices and other communications to the Administrative Agent pursuant to Article II shall not be effective until actually received by such Person during the person's normal business hours. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(b) Electronic Communications. Notices and other communications to the Lenders 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 pursuant to Article II if such Lender 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 their 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 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, as available, return e-mail or other written acknowledgement); *provided* that 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. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER 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 BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Agent-Related Persons (collectively, the "Agent Parties") have any liability to the Loan Parties, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the

Administrative Agent's transmission of Borrower 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; *provided*, *however*, that in no event shall any Agent Party have any liability to any Loan Party, any Lender 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 and the Administrative Agent 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, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agents 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. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or their securities for purposes of United States Federal or state securities laws.

(e) Reliance by Agents and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) 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-Related Person and each Lender 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 in the absence of gross negligence, bad faith or willful misconduct.

(f) Notice to other Loan Parties. The Borrower agrees that notices to be given to any other Loan Party under this Agreement or any other Loan Document may be given to the Borrower in accordance with the provisions of this Section 10.02 with the same effect as if given to such other Loan Party in accordance with the terms hereunder or thereunder.

Section 10.03 No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document 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, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 10.04 Attorney Costs and Expenses. The Borrower agrees (a) to pay or reimburse on the Closing Date all reasonable and documented professional fees, costs and expenses of the Agents and the Lenders relating to the Facilities incurred as of the Closing Date (including, without limitation, fees and disbursements of counsel and advisors allocated to the Chapter 11 Cases, including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC,

Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP and Latham & Watkins LLP) and (b) thereafter, to pay or reimburse each Agent and the Lenders for all reasonable and documented professional fees, costs and expenses incurred in connection with the Facilities (limited, in the case of legal fees, to (x) one outside counsel for the Administrative Agent, (y) one outside counsel for the Lenders, taken as a whole, and (z) one local counsel in any applicable jurisdiction and/or regulatory counsel for Administrative Agent and the Lenders as they may, together, deem reasonably necessary and advisable (and, in the case of an actual or perceived conflict of interest, where such Person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Person)), including, without limitation, with respect to (i) the preparation of any amendments, modifications or waivers in respect thereof (whether or not the transactions contemplated thereby are consummated), (ii) the administration thereof and (iii) the enforcement or protection of rights and remedies under this Agreement or the other Loan Documents (including all costs and expenses incurred in connection with any workout or restructuring in respect of the Loans and all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law). The foregoing costs and expenses shall include all reasonable and documented search, filing, recording and title insurance charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by any Agent. The agreements in this Section 10.04 shall survive the termination of the Aggregate Commitments and repayment of all other Secured Obligations. All amounts due under this Section 10.04 shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent in its sole discretion.

Section 10.05 Indemnification by the Borrower. Whether or not the transactions contemplated hereby are consummated, the Borrower shall indemnify and hold harmless, without duplication, each Agent-Related Person, each Lender, and their respective Affiliates, directors, officers, employees, counsel, agents, advisors, controlling persons, members and other representatives and successors of any of the foregoing (collectively, the "Indemnitees") from and against any and all losses, liabilities, damages, claims, and reasonable and documented or invoiced out-of-pocket fees and expenses, joint and several, (including reasonable and documented or invoiced out-of-pocket Attorney Costs of one counsel for all Indemnitees, taken as a whole, and, if necessary, one firm of local counsel in each appropriate jurisdiction for all Indemnitees taken as a whole (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee)) of any such Indemnitee arising out of or relating to any claim, any litigation, any investigation or other proceeding (including any inquiry or investigation of the foregoing) (regardless of whether such Indemnitee is a party thereto and whether or not such proceedings are brought by the Borrower, its equity holders, its Affiliates, creditors or any other third person) that relates to the Transactions, including the financing contemplated hereby and the use of proceeds of the Facilities, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any Commitment or Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, under or from any property currently or to the extent arising from the former ownership or operation of the Borrower, any Subsidiary or any other Loan Party, formerly owned or operated by the Borrower, any Subsidiary or any other Loan Party, or any Environmental Liability related in any way to the Borrower, any Subsidiary or any other Loan Party, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened

claim, investigation, litigation or proceeding) (all the foregoing, collectively, the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from (w) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any of its controlled Affiliates or controlling Persons or any of the officers, directors, employees, agents, advisors, members or other representatives or successors of any of the foregoing, in each case who are involved in or aware of the Transactions (as determined by a court of competent jurisdiction in a final and non-appealable decision), (x) a material breach of the Loan Documents or Fee Letters by such Indemnitee or one of its Affiliates (as determined by a court of competent jurisdiction in a final and non-appealable decision), or (y) disputes solely between and among such Indemnitees to the extent such disputes do not arise from any act or omission of Holdings, the Borrower, Subsidiaries or any of their Affiliates (other than with respect to a claim against an Indemnitee acting in its capacity as an Agent or similar role under the Loan Documents, unless such claim arose from the gross negligence, bad faith or willful misconduct of such Indemnitee). No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement. No Indemnitee nor any Loan Party shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date); *provided* that nothing contained in this sentence shall limit the Borrower's indemnification obligations under the Loan Documents to the extent such special, punitive, indirect or consequential damages are included in any third-party claim in connection with which any Indemnitee is entitled to indemnification hereunder. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 10.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, managers, partners, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated. All amounts due under this Section 10.05 shall be paid within ten (10) Business Days after demand therefor; *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 or contribution rights with respect to such payment pursuant to the express terms of this Section 10.05. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Secured Obligations. For the avoidance of doubt, this Section 10.05 shall not apply to Taxes other than Taxes that represent liabilities, obligations, losses, damages, etc., with respect to a non-Tax claim.

Section 10.06 Payments Set Aside. To the extent that any payment by or on behalf of a Borrower is made to any Agent or any Lender, or any Agent or any 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 such Agent or such 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 severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any 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 Rate.

Section 10.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that, except as otherwise provided herein (including without limitation as permitted under Section 7.04), neither Holdings, the Borrower nor any of its Subsidiaries may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee, (ii) by way of participation in accordance with the provisions of Section 10.07(e), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.07(g) or (iv) to an SPC in accordance with the provisions of Section 10.07(h) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this 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 Section 10.07(e), and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees ("Assignees") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans) at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower; *provided* that, no consent of the Borrower shall be required for an assignment of Term Loans (1) to any other Lender, any Affiliate of a Lender or any Approved Fund, (2) if a Specified Default or a Financial Covenant Event of Default has occurred and is continuing, to any Assignee or (3) by the Fronting Lender in the case of First-Out Priority Exit Term Loans that the Borrower and the Administrative Agent have consented to pursuant to a master consent to assignment; *provided*, *further*, that such consent shall be deemed to have been given if the Borrower has not responded within ten (10) Business Days after notice by the Administrative Agent; and

(B) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for an assignment (1) to another Lender, an Affiliate of a Lender or an Approved Fund or (2) by the Fronting Lender in the case of First-Out Priority Exit Term Loans that the Borrower and the Administrative Agent have consented to pursuant to a master consent to assignment;

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund, an assignment by the Fronting Lender of any First-Out Priority Exit Term Loans pursuant to the Fronting Agreement and related master consent to assignment or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or 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) shall not be less than $1,000,000 (or an integral multiple of $1,000,000 in excess thereof) unless the Borrower and the Administrative Agent otherwise consent; *provided* that (1) no such consent of the Borrower shall be required if a Specified Default or Financial Covenant Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption;

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire, all documentation and other information reasonably required under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act and a Beneficial Ownership Certificate to the extent expressly required under the Beneficial Ownership Regulation and any documentation required by Section 3.01(f);

(D) the Assignee shall not be a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person), a Disqualified Lender or Holdings, the Borrower or any of its Subsidiaries;

(E) the Assignee shall not be a Defaulting Lender; and

(F) Except with respect to an assignment by the Fronting Lender of any First-Out Priority Exit Term Loans pursuant to the Fronting Agreement and related master consent to assignment, any assignments of First-Out Priority Exit Term Loans shall include an assignment of a pro rata portion of such assigning Lender's Second-Out Priority Exit Term Loans. Any assignment of Second-Out Priority Exit Term Loans shall include an assignment of a pro rata portion of such assigning Lender's First-Out Priority Exit Term Loans; provided that no Second-Out Priority Exit Term Loans may be assigned by a Lender prior to the assignment by the Fronting Lender of the First-Out Priority Exit Term Loans to such Lender in accordance with the Fronting Agreement. The foregoing will not prohibit, and may be satisfied by, a Lender and its Affiliates holding non-pro rata portions of the Facilities.

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 subparticipations, 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. 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 Agreement until such compliance occurs.

(c) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(d) and receipt by the Administrative Agent from the parties to each assignment of a processing and recordation fee of $3,500 (*provided* that (i) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (ii) such fee shall not be applicable in the case of an assignment (A) to any other Lender, any Affiliate of a Lender or any Approved Fund or (B) by the Fronting Lender in the case of First-Out Priority Exit Term Loans pursuant to a master consent to assignment), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of

the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement (including, for the avoidance of doubt, any rights and obligations pursuant to Section 3.01), 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 Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.03, 3.04, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, and the surrender by the assigning Lender of its Note (if any), the 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 Agreement that does not comply with this clause (c) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.07(e). For greater certainty, any assignment by a Lender pursuant to this Section 10.07 shall not in any way constitute or be deemed to constitute a novation, discharge, recession, extinguishment or substitution of the existing Indebtedness and any Indebtedness so assigned shall continue to be the same obligation and not a new obligation.

(d) 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 stated interest amounts) and currencies of the Loans, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent demonstrable 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 Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Agent and any Lender (but in the case of any Lender solely with respect to such Lender's outstanding Loans or Commitments) at any reasonable time and from time to time upon reasonable prior written notice. No assignment shall be effective unless recorded in the Register. The parties hereto agree and intend that the Secured Obligations shall be treated as being in registered form for the purposes of the Code (including Sections 163(f), 871(h)(2), 881(c)(2), and 4701 of the Code and any United States Treasury Regulations or proposed United States Treasury Regulations thereunder).

(e) 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, Holdings, the Borrower or any Subsidiaries of the foregoing, a Disqualified Lender or a Defaulting Lender) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this 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 and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. 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 Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan 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 Sections 10.01(a), (b), (c), (d), (e), (f), (g), (h), (i) or (j) that directly affects such Participant. Subject to Section 10.07(f), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.03 and 3.04 (through the applicable Lender); *provided* that each Participant shall be subject to the requirements and limitations of such Sections (including Sections 3.01(f) and (g) and Sections 3.05 and 3.06) (it being understood that the Participant shall deliver the forms described in Section 3.01(f) solely to the participating Lender), to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b). To the extent permitted by applicable Law, each

Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; *provided* that such Participant complies with Section 2.13 as though it were a Lender. Any Lender that sells participations shall maintain a register on which it enters the name and the address of each Participant and the principal and stated interest amounts of each Participant's participation interest in the Commitments and/or Loans (or other rights or obligations under the Loan Documents) held by it (the "Participant Register"). The entries in the Participant Register shall be conclusive, absent demonstrable 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 interest as the owner thereof for all purposes notwithstanding any notice to the contrary. In maintaining the Participant Register, such Lender shall be acting as the non-fiduciary agent of the Borrower solely for purposes of applicable United States federal income tax law and undertakes no duty, responsibility or obligation to the Borrower (without limitation, in no event shall such Lender be a fiduciary of the Borrower for any purpose). No Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) or proposed Section 1.163-5(b) of the United States Treasury Regulations or, if different, under Sections 871(h) or 881(c) of the Code (or, in each case, any amended or successor version). For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) A Participant shall not be entitled to receive any greater payment under Sections 3.01, 3.03 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 or except to the extent such entitlement to a greater payment results from a Change in Law after the Participant became a Participant.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank; *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.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle 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 Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an 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. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefit of Sections 3.01, 3.03 and 3.04, subject to the requirements and limitations of such Sections (including Sections 3.01(f) and (g) and Sections 3.05 and 3.06 (it being understood that the SPC shall deliver the forms described in Section 3.01(f) solely to the Granting Lender, it being understood that copies of such forms may be required to be included (and, if so, will be included) as part of a non-U.S. Lender's IRS Form W-8IMY provided to the Administrative Agent or the Borrower)), to the same extent as if such SPC were a Lender, 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 Agreement (including its obligations under Section 3.01, 3.03 or 3.04) except to the extent any entitlement to greater amounts results from a Change in Law after the grant to the SPC occurred, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable and such liability shall remain with the Granting Lender, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or

other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an 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. 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, 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. Any Granting Lender shall maintain a register with respect to any grant described in this clause (h) on which it enters the name and the address of each SPC and the principal and interest amounts of each SPC's interest in the granted Commitments and/or Loans (or other rights or obligations with respect thereto), which shall be maintained in a manner similar to any Participant Register described in Section 10.07(e), *mutatis mutandis*.

(i) Notwithstanding anything to the contrary contained herein, (1) any Lender may in accordance with applicable Law create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it and (2) any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; *provided* that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

Section 10.08 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information and to not use or disclose such information, except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' directors, officers, employees, trustees, investment advisors and agents, including accountants, legal counsel and other advisors (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 and on a need-to-know basis); (b) to the extent requested by any Governmental Authority, to any pledgee referred to in Section 10.07(g); (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (in which case such Agent or Lender agrees (except with respect to any audit or examination conducted by bank accountants or any regulatory authority including any self-regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the applicable Loan Party promptly thereof prior to disclosure); (d) to any other party to this Agreement; (e) subject to an agreement containing provisions substantially the same as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrower), to any pledgee referred to in Section 10.07(i), counterparty to a Swap Contract, Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; (f) with the written consent of the Borrower; (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 10.08; (h) to any Governmental Authority or examiner regulating any Lender; (i) to any rating agency when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Loan Parties received by it from such Lender); or (j) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder (including for the purpose of establishing a "due diligence" defense). In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments, and the Credit

Extensions. For the purposes of this Section 10.08, "Information" means all information received from any Loan Party or its Affiliates or its Affiliates' directors, managers, officers, employees, trustees, investment advisors or agents, relating to the Borrower or any of its Subsidiaries or their business, including, without limitation, information delivered pursuant to Section 6.01, 6.02 or 6.03 hereof, other than any such information that is (i) publicly available to any Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08, (ii) independently developed by any Agent or any Lender without the use of any Information and not in breach of this Section 10.08, or (iii) to the extent received from a third party that is not, to the knowledge of any Agent or any Lender, subject to contractual or fiduciary confidentiality obligations owed to any Loan Party or any Subsidiaries or other Affiliates thereof.

Section 10.09 Setoff. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its own behalf and on behalf of each Loan Party and its Subsidiaries) 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) at any time held by, and other Indebtedness (in any currency) at any time owing by, such Lender and its Affiliates, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Secured Obligations owing to such Lender and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or any other Loan Document and although such Secured Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Notwithstanding anything to the contrary contained herein, no Lender or its Affiliates shall have a right to set off and apply any deposits held or other Indebtedness owing by such Lender or its Affiliates, as the case may be, to or for the credit or the account of any Subsidiary of a Loan Party that is a Foreign Subsidiary or a FSHCO. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender, as the case may be; *provided* that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent and each Lender under this Section 10.09 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent and such Lender may have.

Section 10.10 Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Agents may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission. The words "execution," "signed," "signature," and words of like import in any Loan Document 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.

Section 10.11 Integration. This Agreement, together with the other Loan Documents and the Fee Letters, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event

of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; *provided* that the inclusion of supplemental rights or remedies in favor of the Agents or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 10.12 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan 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 each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any 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 Secured Obligation hereunder shall remain unpaid or unsatisfied. The provisions of Sections 10.14 and 10.15 shall continue in full force and effect as long as any Loan or any other Secured Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. 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 10.13, if and to the extent that the enforceability of any provision in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 10.14 GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS.

(a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED THEREIN).

(b) EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE (*PROVIDED* THAT IF NONE OF SUCH COURTS CAN AND WILL EXERCISE SUCH JURISDICTION, SUCH EXCLUSIVITY SHALL NOT APPLY), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, EACH AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, EACH AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION (I) FOR PURPOSES OF ENFORCING A JUDGMENT, (II) IN CONNECTION WITH EXERCISING REMEDIES AGAINST THE COLLATERAL IN A JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED, (III) IN CONNECTION WITH ANY PENDING BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDING IN SUCH JURISDICTION OR (IV) TO THE EXTENT THE COURTS REFERRED TO IN THE PREVIOUS PARAGRAPH DO NOT HAVE JURISDICTION OVER SUCH LEGAL ACTION OR PROCEEDING OR THE PARTIES OR PROPERTY SUBJECT THERETO.

Section 10.15 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.16 Binding Effect. This Agreement shall become effective when it shall have been executed by the Loan Parties and the Administrative Agent, and the Administrative Agent shall have been notified by each Lender that each such Person has executed it and thereafter shall be binding upon and inure to the benefit of the Loan Parties, each Agent and any other Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders except as permitted by Section 7.04.

Section 10.17 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan 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 Loan 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 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).

Section 10.18 Lender Action. The Lenders and each other holder of a Secured Obligation under a Loan Document shall act collectively through the Administrative Agent for any right or remedy against any Loan Party under any of the Loan Documents (other than set-off rights) in each case with respect to the Collateral or any other property of any Loan Party. Without limiting the delegation of authority to the Administrative Agent set forth herein, only the Required Lenders (or, if applicable, the Required First-Out Priority Exit Term Lenders) shall have the authority to direct the Administrative Agent with respect to the exercise of rights and remedies hereunder and under the other Loan 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) with respect to (i) the Loans, (ii) any Collateral, and (iii) any other property of any Loan Party. Any such rights and remedies arising under the Loan Documents shall not be exercised other than through the Administrative Agent. Each Lender 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 Loan Document against any Loan Party or any past, present, or future Subsidiary of any Loan Party concerning any Collateral, or any other property of any Loan Party or any past, present or future Loan Party other than through the Administrative Agent; *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 its Affiliates) and each Secured Party expressly acknowledges 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. 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.

Section 10.19 USA PATRIOT Act. Each Lender hereby notifies the Borrower that, pursuant to the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information includes the name and address of the Borrower and the Guarantors and other information that will allow such Lender to identify the Borrower and the Guarantors in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation.

Section 10.20 Obligations Absolute.

To the fullest extent permitted by applicable Law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

Section 10.21 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 Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Lenders, 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 Loan Documents; (ii) (A) the Administrative Agent and each Lender 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) neither the Administrative Agent nor any Lender 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 Loan Documents; and (iii) the Administrative Agent and each Lender 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 neither the Administrative Agent nor any Lender has any obligation to disclose any of such interests to the Borrower or any of its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent and each Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.22 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, 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 undertaking, 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 Agreement or any other Loan 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.

Section 10.23 [Reserved].

Section 10.24 Acknowledgment of Intercreditor Agreements. The Lenders and the other Secured Parties hereby irrevocably authorize and instruct the Administrative Agent and the Collateral Agent to, without any further consent of any Lender or any other Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify any

Customary Intercreditor Agreement, with the collateral agent or other representatives of the holders of Indebtedness that is to be secured by a Lien on the Collateral that not prohibited (including with respect to priority) under this Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof (any of the foregoing, an "Specified Intercreditor Agreement"). The Lenders and the other Secured Parties irrevocably agree that (x) the Collateral Agent may rely exclusively on a certificate of a Responsible Officer of the Borrower as to whether any such other Liens are not prohibited and (y) any Specified Intercreditor Agreement entered into by the Administrative Agent and/or the Collateral Agent shall be binding on the Secured Parties, and each Lender and the other Secured Parties hereby agrees that it will take no actions contrary to the provisions of, if entered into and if applicable, any Specified Intercreditor Agreement. No Lender is nor shall it be deemed to be a fiduciary of any kind for any other Lender or any other Person. The foregoing provisions are intended as an inducement to any provider of any Indebtedness not prohibited by Section 7.03 hereof to extend credit to the Loan Parties and such persons are intended third-party beneficiaries of such provisions.

Section 10.25 Gaming Matters. Notwithstanding any other provision of this Agreement, each Loan Party expressly authorizes each of the Administrative Agent and each Lender to, upon the request of any Gaming Authority (including the Georgia Lottery Corporation), cooperate with such Gaming Authority in connection with the administration of its regulatory jurisdiction over the Borrower and its Subsidiaries, including, without limitation, any applicable legal or regulatory restrictions, the provision of such documents or other information as may be requested by such Gaming Authority in accordance with the Gaming Laws relating to the Administrative Agent, any of the Lenders, any Loan Party or the Loan Documents. Subject to the foregoing authorization, the Administrative Agent and each Lender shall provide the Borrower notice of any such request (prior to the release of such documents and other information to the extent reasonably practicable) and shall use commercially reasonable efforts to cooperate with the Borrower and its Subsidiaries (at the sole cost of the Borrower) with respect to any efforts to protect such documents or other information requested from public disclosure under any Open Records Act exceptions, including, but not limited to, those exceptions under O.C.G.A. §50-18-72.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LUCKY BUCKS, LLC,
a Georgia limited liability company,
as the Borrower

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Administrative Agent and the Collateral Agent

By: _____
Name:
Title:

JEFFERIES CAPITAL SERVICES, LLC,
as the Fronting Lender

By: _____
Name:
Title:

[__],
as a Lender

By: _____
Name:
Title:

EXHIBIT C-2

Blackline of Changed Pages to the OpCo Exit Facility Credit Agreement

CREDIT AGREEMENT

This **CREDIT AGREEMENT** is entered into as of [●], 2023 (the "Agreement"), by and among **LUCKY BUCKS, LLC**, a Georgia limited liability company (the "Borrower"), **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Administrative Agent and Collateral Agent, and each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender").

PRELIMINARY STATEMENTS

WHEREAS, on June 8, 2023 (the "Petition Date"), the Borrower and Lucky Bucks HoldCo, LLC, a Delaware limited liability company (collectively, the "Debtors" and each individually, a "Debtor"), commenced a case under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

WHEREAS, from and after the Petition Date, each of the Debtors has continued to operate its business and manage its property as a debtor and a debtor in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, the Debtors are parties to that certain Senior Secured Superpriority Debtor in Possession Credit, Security and Guaranty Agreement, dated as of ~~[●]~~**July 28, 2023 and effective as of June 14**, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing DIP Credit Agreement"), by and among the Debtors, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, and the lenders from time to time party thereto.

WHEREAS, in connection with the Chapter 11 Cases, the Borrower has requested that the Lenders provide a term loan facility on the Closing Date in an aggregate principal amount of $104,500,000, consisting of (i) $~~[43,000,000]~~[1]**34,757,074.16** of First-Out Priority Exit Term Loans and (ii) $~~[61,500,000]~~**69,742,925.84** of Second-Out Priority Exit Term Loans.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions and Accounting Terms

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Accounting Changes" has the meaning specified in the definition of "IFRS".

"Acquired Indebtedness" means with respect to any Person (x) Indebtedness (1) of any other Person or any of its Subsidiaries existing at the time such other Person becomes a Subsidiary, or (2) assumed in connection with the acquisition of assets from such other Person, in each case whether or not

[1] ~~NTD: Subject to adjustment (which such adjustment may be reversed by the Required Lenders in their discretion), in each case in accordance with the exit term sheet, for Professional Fee Delta, as well as any reduction in the initial consulting fees payable, as long as the minimum cash balance of the Loan Parties on the Closing Date (pro forma of the Transactions) is not less than $3,000,000 as a result of the foregoing adjustment. The Second-Out Exit Term Loans shall be increased by the amount of any reduction to the First-Out Priority Exit Term Loans.~~

"Existing DIP Credit Agreement" has the meaning specified in the introductory paragraph to this Agreement.

"Exit Commitment Letter and Term Sheet" means that certain $104,500,000 Senior Secured OpCo Exit Facility Commitment Letter, dated as of June 8, 2023 (including the OpCo Exit Term Sheet (as defined therein and attached thereto)), among the Commitment Parties (as defined therein) party thereto, WSFS, the Borrower and Lucky Bucks HoldCo, LLC, a Delaware limited liability company.

"Extraordinary Receipts" shall mean any cash receipts received by any Loan Party not in the ordinary course of business, including (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (but not including, for the avoidance of doubt, ordinary course disputes with customers and suppliers of the Borrower), (b) indemnification payments received by any Loan Party (other than to the extent such indemnification payments are immediately payable pursuant to the terms thereof to a Person that is not an Affiliate of the Borrower), (c) any purchase price adjustment or working capital adjustment received by any Loan Party pursuant to any purchase agreement or related documentation, and (d) any Tax refunds or Benefit Plan reversions received by any Loan Party.

"Facility" means a Class of Term Loans.

"Fair Value" has the meaning specified in the definitions of "Solvent" and "Solvency".

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA" has the meaning specified in the definition of "Anti-Corruption Laws".

"Federal Funds 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 shall be set forth on the Federal Reserve Bank of New York's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; *provided* that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

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

"Fee Letters" means, collectively, (i) the agent fee letter, dated as of the date hereof, by and between the Borrower and WSFS and (ii) the fronting lender fee letter, dated as of the date hereof, by and between the Borrower and the Fronting Lender.

"Financial Covenant" has the meaning set forth in Section 7.09.

"Financial Covenant Event of Default" has the meaning set forth in Section 8.01(b).

"First-Out Priority Exit Term Commitment" means, as to any Lender, its obligation to make a First-Out Priority Exit Term Loan to the Borrower on the Closing Date, pursuant to Section 2.01 in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(a) under the caption "First-Out Priority Exit Term Commitment", or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. The initial aggregate amount of the First-Out Priority Exit Term Commitments is $~~[43,000,000]~~**34,757,074.16**, which will be initially funded through the Fronting Lender in accordance with the terms of the Fronting Agreement.

"First-Out Priority Exit Term Loans" means the new money term loans made pursuant to Section 2.01.

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

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

(b) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period; *plus*

(c) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock of such Person during such period.

"Flood Insurance Laws" means, collectively, (i) National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Lender" has the meaning specified in Section 3.01(f)(ii).

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to or by, or entered into with, any Loan Party or any Subsidiary with respect to employees outside the United States.

"Foreign Subsidiary" means a Subsidiary (which may be a corporation, limited liability company, partnership or other legal entity) organized under the laws of a jurisdiction outside the United States, other than any such entity that is (whether as a matter of law, pursuant to an election by such entity or otherwise) treated as a partnership in which the Borrower or any Subsidiary that is a Loan Party is a partner or as a branch of the Borrower or any Subsidiary that is a Loan Party for United States federal income tax purposes.

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

"Fronting Agreement" means the fronting letter agreement, dated as of the date hereof, by and among the Fronting Lender and the other Lenders holding First-Out Priority Exit Term Commitments as of the Closing Date.

"Fronting Lender" means Jefferies Capital Services, LLC, in its capacity as fronting lender under this Agreement.

"FSHCO" means any direct or indirect Subsidiary of the Borrower that has no material assets other than (x) Capital Stock or (y) Capital Stock and Indebtedness, in each case of one or more direct or indirect CFCs or other entities described in this definition.

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

"Funded Debt" means all Indebtedness of the Borrower and the Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time, set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants, in the statements and pronouncements of the Financial Accounting Standards Board and in such other statements by such other entity as may be in general use by significant segments of the accounting profession that are applicable to the circumstances as of the date of determination.

"Gaming Approvals" means all licenses, permits, approvals (including approvals for COAM machines), authorizations, registrations, findings of suitability, franchises, entitlements, waivers and exemptions issued by any Gaming Authority necessary for or relating to the conduct of activities by Holdings or the Borrower.

"Gaming Authority" means, in any jurisdiction in which the Borrower or any of its Subsidiaries manages or conducts any gaming or gambling business or activities, the applicable gaming board, commission, or other governmental gaming regulatory body or agency (including the Georgia Lottery Corporation) which (a) has, or may at any time after the Closing Date have, jurisdiction over the gaming businesses or gaming activities of Holdings, the Borrower or any of its Subsidiaries or (b) is, or may at any time after the Closing Date be, responsible for interpreting, administering and enforcing the Gaming Laws.

"Gaming Laws" means all applicable constitutions, treaties, laws, rates, regulations and orders and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over gaming, gambling or casino activities and all rules, rulings, orders, ordinances and regulations of any Gaming Authority applicable to the gambling and gaming businesses or activities of Holdings, the Borrower or any of its Subsidiaries in any jurisdiction, as in effect from time to time (including, without limitation, (a) O.C.G.A. Title 50, Chapter 27, Article 3, (b) all rules and regulations adopted or promulgated thereunder, including Georgia Lottery Corporation Rules 13.1 and 13.2 and (c) any successor statute or other laws relating to gaming in the State of Georgia) and the policies, interpretations and administration thereof by the Gaming Authorities.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union or its member states, Canada or United Kingdom (including His Majesty's Treasury of the United Kingdom).

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

"Second-Out Priority Exit Term Commitment" means, as to any Lender, its allocation of Second-Out Priority Exit Term Loans to be made on the Closing Date, pursuant to Section 2.01 in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(b) under the caption "Second-Out Priority Exit Term Commitment", or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. The initial aggregate amount of the Second-Out Priority Exit Term Commitments is $~~[61,500,000]~~**69,742,925.84**.

"Second-Out Priority Exit Term Loans" means the rolled term loans made pursuant to Section 2.01.

"Second-Out Priority Exit Term Loan Standstill Period" has the meaning specified in Section 8.01(b).

"Secured Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan, 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, fees, expenses and other amounts that accrue after the commencement by or against any Loan Party or any other Subsidiary of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, expenses and other amounts are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Secured Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts, in each case, payable by any Loan Party or any other Subsidiary under any Loan Document and (b) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that the Administrative Agent, the Collateral Agent, or any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary.

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.01(c).

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Security Agreement" means, collectively, the Security Agreement executed by the Loan Parties party thereto on the Closing Date substantially in the form of Exhibit G and as supplemented by any Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Security Agreement Supplement" means a supplement to the Security Agreement as contemplated by such Security Agreement.

Section 1.10 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) 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 the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this 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.

Section 1.11 Divisions. For all purposes under the Loan 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 be a disposition of such asset, right, obligation or liability 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 and acquired on the first date of its existence by the holders of its equity interests at such time.

ARTICLE II

The Commitments and Credit Extensions

Section 2.01 The Loans.

(a) The First-Out Priority Exit Term Loans. Subject to the terms and conditions set forth herein, and in accordance with the procedures outlined in the OpCo Plan, each Lender with a First-Out Priority Exit Term Commitment as set forth on Schedule 2.01(a) severally agrees to make to the Borrower a Loan denominated in Dollars on the Closing Date in an aggregate principal amount not to exceed $~~[43,000,000]~~**34,757,074.16** in accordance with the pro rata allocations set forth on Schedule 2.01(a) under the heading "First-Out Priority Exit Term Commitment". The First-Out Priority Exit Term Commitments with respect to the First-Out Priority Exit Term Loans will be initially provided and funded through the Fronting Lender in accordance with the terms of the Fronting Agreement.

(b) The Second-Out Priority Exit Term Loans. Subject to the terms and conditions set forth herein, and in accordance with the procedures outlined in the OpCo Plan, each Lender's Rolled Term Loans (as defined in the Existing DIP Credit Agreement) will be deemed to have been made as a term loan by such Lender and borrowed by the Borrower on the Closing Date in an aggregate principal amount not to exceed $~~[61,500,000]~~**69,742,925.84**, in accordance with the pro rata allocations set forth on Schedule 2.01(b) under the heading "Second-Out Priority Exit Term Commitment". The deemed borrowing by the Borrower of the Second-Out Priority Exit Term Loans shall not entitle the Borrower to

of the then-applicable interest rate to be paid as PIK Interest. If the Borrower does not deliver a PIK Election Notice in accordance with the immediately preceding sentence, the interest on the Loans will be payable on the related Interest Payment Date entirely in cash.

Section 2.09 Fees and Premiums.

(a) Backstop Premium. The Borrower shall pay to the Lenders with First-Out Priority Exit Term Commitments that provided (or are Affiliates of Lenders that provided) backstop commitments in respect of the First-Out Priority Exit Term Loans, on a pro rata basis in accordance with their (or their applicable Affiliates') First-Out Priority Exit Term Commitments as of June 8, 2023, a premium (the "Backstop Premium") in an amount equal to 5.00% of the aggregate amount of the First-Out Priority Exit Term Commitments **under the Exit Commitment Letter and Term Sheet (without giving effect to the reduction mechanic set forth therein),** other than such First-Out Priority Exit Term Commitments in respect of First-Out Priority Exit Term Loans **intended to be** used to refinance outstanding New Money Term Loans (as defined in the Existing DIP Credit Agreement), which Backstop Premium shall be payable in cash on the Closing Date (and may be netted from the proceeds of the First-Out Priority Exit Term Loans).

(b) Commitment Premium. The Borrower shall pay to the Lenders with First-Out Priority Exit Term Commitments, on a pro rata basis in accordance with their First-Out Priority Exit Term Commitments, a premium (the "Commitment Premium") in an amount equal to 4.00% of the aggregate amount of the First-Out Priority Exit Term Commitments **under the Exit Commitment Letter and Term Sheet (without giving effect to the reduction mechanic set forth therein),** other than such First-Out Priority Exit Term Commitments in respect of First-Out Priority Exit Term Loans **intended to be** used to refinance outstanding New Money Term Loans (as defined in the Existing DIP Credit Agreement), which Commitment Premium shall be payable in cash on the Closing Date (and may be netted from the proceeds of the First Out Priority Exit Term Loans).

(c) Other Fees. The Borrower shall pay to the Agents and the Fronting Lender 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 (except as expressly agreed between the Borrower and the applicable Agent or the Fronting Lender, as the case may be).

Section 2.10 Computation of Interest, Fees and Premiums.

(a) All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate 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 three hundred sixty (360) day year and actual days elapsed. Interest shall accrue on each Loan for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan or such portion is paid; *provided* that any such Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(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.

(b) [Reserved].

(c) The parties acknowledge and agree that all calculations of interest under the Loan Documents are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment

Exit Term Lenders (and no other Lenders) shall be necessary to amend or waive the terms and provisions of Sections 7.09, 8.01(b)(ii) and 8.05 (and related definitions as used in such Sections, but not as used in other Sections of this Agreement).

Notwithstanding anything to the contrary contained in this Section 10.01, any guarantees, collateral documents, security documents, intercreditor agreements and related documents executed by Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented, modified, terminated or waived with the consent of the Administrative Agent (in its sole discretion) at the request of the Borrower without the need to obtain the consent of any Lender if such amendment, supplement or waiver is not, in the reasonable determination of the Administrative Agent, materially adverse to the Lenders and is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to correct or cure ambiguities, errors, inconsistencies, omissions, mistakes or defects (including to correct or cure incorrect cross references or similar inaccuracies), (iii) to effect administrative changes of a technical or immaterial nature or (iv) to cause such guarantee, collateral document, security document, intercreditor agreement or other document to be consistent with this Agreement and the other Loan Documents. Furthermore, with the consent of the Administrative Agent (in its sole discretion) at the request of the Borrower (without the need to obtain any consent of any Lender), any Loan Document may be amended (x) to correct or cure ambiguities, errors inconsistencies, omissions, mistakes or defects, (y) to effect administrative changes of a technical or immaterial nature or (z) to correct or cure incorrect cross references or similar inaccuracies. The Loan Parties and the Lenders hereby expressly indemnify the Administrative Agent if it relies on this provision in accordance with the terms of Section 9.07 or Section 10.05, as applicable, in each case, without regard to any exceptions for bad faith, gross negligence or willful misconduct.

Notwithstanding anything in this Section 10.01 to the contrary, (a) technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent to the extent necessary (i) to integrate any Incremental Term Loans or Refinancing Term Loans, (ii) to integrate or make administrative modifications with respect to borrowings and (iii) to integrate terms or conditions from any Incremental Facility Amendment that are more restrictive than this Agreement in accordance with Section 2.14(e), (b) without the consent of any Lender, the Loan Parties, the Administrative Agent or the Collateral Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into (x) any amendment, modification or waiver of any Loan 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 Secured Parties to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document or (y) any applicable intercreditor agreement contemplated by this Agreement, in each case with the holders of Indebtedness permitted by this Agreement to be secured by the Collateral ~~and~~**,** (c) the Administrative Agent and the Borrower may amend and modify this Agreement and the other Loan Documents without the approval or consent of any other party to integrate necessary or appropriate modifications (as the Borrower and the Administrative Agent shall reasonably agree) with respect to changes in the fiscal year of the Borrower in accordance with Section 6.18~~.~~ **and (d) all Lenders hereby agree that the Administrative Agent and the Borrower may amend and modify this Agreement and the other Loan Documents without the approval or consent of any other party to integrate necessary or appropriate modifications (as the Borrower and the Administrative Agent shall reasonably agree) with respect to the transition in the financial accounting of the Borrower from IFRS to GAAP.**

EXHIBIT D-1

Revised Assumed Executory Contracts and Unexpired Leases List

Schedule of Assumed Executory Contracts & Unexpired Leases

Contract	Purpose	Amt. Owed (Cure Amt.)[1]
All Location Contracts[2]	Licensees	-
5820 Live Oak Parkway, Suite 300	Office	-
3005 Peachtree Rd NE #1417	Apartment	-
6000 Unity Drive (PLAZA 85)	Warehouse	-
1410 Beaver Ruin Rd - CC029	Self-Storage	-
1410 Beaver Ruin Rd - D25	Self-Storage	-
1410 Beaver Ruin Rd - G16	Self-Storage	-
1755 Indian Trail Rd - 1016	Self-Storage	-
1755 Indian Trail Rd - 1295	Self-Storage	-
1438 Montreal Rd - H037	Self-Storage	-
1 Western Hills Ct - H136	Self-Storage	-
1 Western Hills Ct - H107	Self-Storage	-
Waterlogic Americas (Quench USA)	Water Cooler	-
FP Mailing Solutions	Postage	-
Georgia Lottery Commission[3]	GLC	-
1 Western Hills Ct - J408	Self-Storage	-
1 Western Hills Ct - G748	Self-Storage	-
United Health Care (Medical, Vision and Life Insurance)	Benefits	-
Humana (Dental Insurance Plan)	Benefits	-
Insurance Company of the West	Workers' Compensation	-
HRP HITESH CPA PC ("HRP")	Payroll	-
Nationwide Mutual Insurance Company	401K Plan	334
National Indemnity Company (Beesam Agency)	Auto Liability Insurance	-
General Star Indemnity Company (Standard Premium)	Commercial Property & Equipment	-
Evanston Insurance Company (Standard Premium)	General Liability Insurance	-
Nautilus Insurance Company (Standard Premium)	Commercial Excess Liability	-
Markel American Insurance Company	Crime and Fidelity Insurance	-
GM Financial (account 211000701787)	Truck Financing	-
GM Financial (account 211001405004)	Truck Financing	-
GM Financial (account 211001405015)	Truck Financing	-
GM Financial (account 211001405037)	Truck Financing	-
GM Financial (account 211006011653)	Truck Financing	-
GM Financial (account 211013198129)	Truck Financing	-
GM Financial (account 211023865266)	Truck Financing	-
Hilliard Starkey Law	Professional Services	-
Dentons	Professional Services	-
Fisher & Phillips	Professional Services	1,155
Wilmington Savings Fund Society ("WSFS")	Admin/Collateral Agent	-
Bennie Health, Inc.	Insurance Broker	-
Tony Kassam	Employment Agreement & Restrictive Covenant Agreement	-
James Boyden	Employment Agreement & Restrictive Covenant Agreement	-

Notes:

[1] Represents estimated claim amount as of 9/25/23

[2] To the extent the location contracts are executory contracts, all location contracts are expected to be assumed. While the Debtors do not believe that any cure related obligations exist with respect to the location contracts, to the extent there are any cure related issues, such issues, if any, will be resolved in the ordinary course under applicable law. Otherwise, the location contracts shall revest in the Reorganized OpCo Debtors pursuant to the terms of the OpCo Plan

[3] Lucky Bucks LLC is obliged to remit an annual fee of $5,000 for the GLC "Certificate of Registration for Coin Operated Amusement Machines."

EXHIBIT D-2

Blackline of Assumed Executory Contracts and Unexpired Leases List

Schedule of Assumed Executory Contracts & Unexpired Leases

Contract	Purpose	~~Contractual Counterparty (Debtor)~~	~~Expiration~~	~~Amount Owed as of Petition Date (Est.)~~
All Location Contracts[1][2]	Licenses	~~Lucky Bucks LLC~~	~~N/A~~	~~–~~
5820 Live Oak Parkway, Suite 300	Office	~~Lucky Bucks LLC[2]~~	~~12/31/2028~~	~~–~~
3005 Peachtree Rd NE #1417	Apartment	~~Lucky Bucks LLC~~	~~11/1/2023~~	~~–~~
6000 Unity Drive (PLAZA 85)	Warehouse	~~Lucky Bucks LLC~~	~~9/30/2024~~	~~–~~
1410 Beaver Ruin Rd - CC029	Self-Storage	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~–~~
1410 Beaver Ruin Rd - D25	Self-Storage	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~–~~
1410 Beaver Ruin Rd - G16	Self-Storage	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~–~~
1755 Indian Trail Rd - 1016	Self-Storage	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~–~~
1755 Indian Trail Rd - 1295	Self-Storage	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~–~~
1438 Montreal Rd - H037	Self-Storage	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~–~~
1 Western Hills Ct - H136	Self-Storage	~~Lucky Bucks LLC[2]~~	~~Month-to-Month~~	~~–~~

1 Western Hills Ct - H107	Self-Storage	~~Lucky Bucks LLC~~ ~~(2)~~	~~Month-to-Month~~	~~–~~
Waterlogic Americas **(Quench USA)**	Water Cooler	~~Lucky Bucks LLC~~	~~5/10/2024~~	~~–~~
FP Mailing Solutions	Postage	~~Lucky Bucks LLC~~	~~5/14/2024~~	~~43~~
~~Atlanta Copier Rentals~~	~~Copier Rental~~	~~Lucky Bucks LLC~~	~~Month-to-Month~~	~~263~~
Georgia Lottery Commission(3)	GLC	~~Lucky Bucks LLC~~	~~Year-to-Year~~	~~–~~
1 Western Hills Ct – J408	**Self-Storage**			
1 Western Hills Ct – G748	**Self-Storage**			
United Health Care (Medical, Vision and Life Insurance	**Benefits**			
Humana (Dental Insurance Plan)	**Benefits**			
Insurance Company of the West	**Workers' Compensation**			
HRP HITESH CPA PC ("HRP")	**Payroll**			
Nationwide Mutual Insurance Company	**401K Plan**			
National Indemnity Company (Beesam Agency)	**Auto Liability Insurance**			
General Star Indemnity Company (Standard Premium)	**Commercial Property & Equipment**			
Evanston Insurance Company (Standard Premium)	**General Liability Insurance**			
Nautilus Insurance Company (Standard Premium)	**Commercial Excess Liability**			
Markel American Insurance Company	**Crime and Fidelity Insurance**			

GM Financial (account 211000701787)	Truck Financing
GM Financial (account 211001405004)	Truck Financing
GM Financial (account 211001405015)	Truck Financing
GM Financial (account 211001405037)	Truck Financing
GM Financial (account 211006011653)	Truck Financing
GM Financial (account 211013198129)	Truck Financing
GM Financial (account 211023865266)	Truck Financing
Hilliard Starkey Law	Professional Services
Dentons	Professional Services
Fisher & Phillips	Professional Services
Wilmington Savings Fund Society ("WSFS")	Admin/Collateral Agent
Bennie Health, Inc.	Insurance Broker
Tony Kassam	Employment Agreement & Restrictive Covenant Agreement
James Boyden	Employment Agreement & Restrictive Covenant Agreement

(1) Represents estimated claim amount as of 9/25/23

(~~1~~2) To the extent the location contracts are executory contracts, all location contracts are expected to be assumed. While the Debtors do not believe that any cure related obligations exist with respect to the location contracts, to the extent there are any cure related issues, such issues, if any, will be resolved in the ordinary course under applicable law. Otherwise, the location contracts shall revest in the Reorganized OpCo Debtors pursuant to the terms of the OpCo Plan

~~(2) Agreement entered into by agent on behalf of Lucky Bucks LLC~~

(3) Lucky Bucks LLC is obliged to remit an annual fee of $5,000 for the GLC "Certificate of Registration for Coin Operated Amusement

Machines."