
Section 1: 8-K (8-K)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **July 12, 2018**

Spirit AeroSystems Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-33160
(Commission File Number)

20-2436320
(IRS Employer Identification No.)

3801 South Oliver, Wichita, Kansas 67210
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(316) 526-9000**

Not Applicable
(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On July 12, 2018, Spirit AeroSystems Holdings, Inc. ("Spirit Holdings" or the "Company") entered into a \$1.26 billion senior unsecured Second Amended and Restated Credit Agreement among Spirit AeroSystems, Inc., as borrower ("Spirit" or the "Borrower"), the Company, as parent guarantor, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other agents named therein (the "Credit Agreement"), consisting of a \$800 million revolving credit facility (the "Revolver"), a \$206 million term loan A facility (the "Term Loan") and a \$250 million

delayed draw term loan facility (the “Delayed Draw Term Loan”). The Credit Agreement refinances and replaces the Amended and Restated Credit Agreement dated as of June 6, 2016, among Spirit, as borrower, the Company, as parent guarantor, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other agents named therein (the “Prior Credit Agreement”).

Each of the Revolver, the Term Loan and the Delayed Draw Term Loan matures July 12, 2023, and bears interest, at Spirit’s option, at either LIBOR plus 1.375% or a defined “base rate” plus 0.375%, subject to adjustment to between LIBOR plus 1.125% and LIBOR plus 1.875% (or between base rate plus 0.125% and base rate plus 0.875%, as applicable) based on changes to Spirit’s senior unsecured debt rating provided by Standard & Poor’s Financial Services LLC and/or Moody’s Investors Service, Inc. The principal obligations under the Term Loan are to be repaid in equal quarterly installments of \$2,578,125, commencing with the fiscal quarter ending March 31, 2019, and with the balance due at maturity of the Term Loan. The principal obligations under the Delayed Draw Term Loan are to be repaid in equal quarterly installments of 1.25% of the outstanding principal amount of the Delayed Draw Term Loan as of March 31, 2019, subject to adjustments for any extension of the availability period of the Delayed Draw Term Loan, with the balance due at maturity of the Delayed Draw Term Loan.

The Delayed Draw Term Loan is available for the Borrower to draw until January 12, 2019, which date may be extended for two additional three-month periods, in each instance subject to the Borrower’s payment of a fee to the relevant lenders based on the undrawn Delayed Draw Term Loan commitment.

The Credit Agreement also contains an accordion feature that provides Spirit with the option to increase the Revolver commitments and/or institute one or more additional term loans by an amount not to exceed \$750 million in the aggregate, subject to the satisfaction of certain conditions and the participation of the lenders. The Credit Agreement contains customary affirmative and negative covenants, including certain financial covenants that are tested on a quarterly basis. Spirit’s obligations under the Credit Agreement may be accelerated upon an event of default, which includes non-payment of principal or interest, material breach of a representation or warranty, material breach of a covenant, cross-default to material indebtedness, material judgments, ERISA events, change in control, bankruptcy and invalidity of the guarantee of the Borrower’s obligations under the Credit Agreement made by the Company.

Spirit used the proceeds of the new Term Loan to pay off outstanding amounts under the Prior Credit Agreement and the remainder will be used for general corporate purposes.

Certain of the lenders under the Credit Agreement and their affiliates have provided certain commercial banking, financial advisory and investment banking services to the Company and its affiliates in the past and may do so in the future. In addition, The Bank of New York Mellon, one of the lenders under the Credit Agreement, and its affiliates act as the trustee, paying agent and registrar for the Borrower’s senior notes and the investment manager for the Company’s U.S. defined benefit pension plan. Such parties received, and expect to receive, customary fees and commissions for these services.

The description of the Credit Agreement in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the full text of the Credit Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 is incorporated herein by reference.

Item 8.01. Other Events.

Update on Shipset Deliveries

Next week, our management team will be attending the Farnborough Airshow. They expect to provide the following update on shipset deliveries through June 28, 2018, the end of the Company’s second quarter:

Shipset Deliveries through June 28, 2018 (one shipset equals one aircraft)

	<u>2nd Quarter</u> <u>2018</u>	<u>Six Months</u> <u>2018</u>
B737	169	297
B747	2	3
B767	7	15
B777	12	21
B787	38	75
Total Boeing	228	411
A320 Family	161	323
A330/340	17	33
A350	24	52
A380	1	3
Total Airbus	203	411

Business/Regional Jets	<u>22</u>	<u>42</u>
Total	<u>453</u>	<u>864</u>

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Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	<u>Second Amended and Restated Credit Agreement, dated as of July 12, 2018, among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other agents named therein.</u>

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPIRIT AEROSYSTEMS HOLDINGS, INC.

Date: July 12, 2018

By: /s/ Sanjay Kapoor
 Name: Sanjay Kapoor
 Title: Executive Vice President and Chief Financial Officer

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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

EXECUTION VERSION

Published CUSIP Number: 84857HAR1

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of July 12, 2018

among

SPIRIT AEROSYSTEMS, INC.,
 as Borrower,

SPIRIT AEROSYSTEMS HOLDINGS, INC.,
 as Parent Guarantor,

THE LENDERS REFERRED TO HEREIN,
 and

BANK OF AMERICA, N.A.
 as Administrative Agent

MIZUHO BANK, LTD.
 and
 CITIBANK, N.A.,
 as Syndication Agents

and
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA
and
U.S. BANK NATIONAL ASSOCIATION,
as Co-Documentation Agents

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as a Joint Lead Arranger and Sole Bookrunner
and

MIZUHO BANK, LTD.
and
CITIBANK, N.A.,
as Joint Lead Arrangers

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT is entered into as of July 12, 2018 among Spirit AeroSystems, Inc., a Delaware corporation (the “Borrower”), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the “Parent Guarantor”), the Lenders (defined herein) and BANK OF AMERICA, N.A., as Administrative Agent, a Swing Line Lender and an L/C Issuer.

The Borrower has requested that the Lenders provide \$1,256,250,000 in credit facilities (as such amount may be increased or decreased pursuant to the terms hereof) for the purposes set forth herein, and the Lenders are willing to do so on the terms and conditions set forth herein.

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

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms.

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

“Acquisition”, by any Person, means the acquisition by such Person, in a single transaction or in a series of related transactions, of all or any substantial portion of the property of another Person, or any division, line of business or other business unit of another Person or at least a majority of the Voting Stock of another Person, in each case whether or not involving a merger or consolidation with such other Person and whether for cash, property, services, assumption of Indebtedness, securities or otherwise.

“Acquisition Agreement” shall have the meaning set forth in Section 2.01(d)(ii).

“Acquisition Financing Commitments” shall have the meaning set forth in Section 2.01(d)(ii).

“Act” has the meaning specified in Section 11.17.

“Add-On Term Loan” has the meaning specified in Section 2.01(d)(ii).

“Add-On Term Loan Commitment” means, as to each Add-On Term Loan Lender, the commitment of such Add-On Term Loan Lender to make all or any portion of an Add-On Term Loan hereunder pursuant to an Add-On Term Loan Lender Joinder Agreement.

“Add-On Term Loan Effective Date” has the meaning specified in Section 2.01(d)(ii).

“Add-On Term Loan Lender” means each of the Persons identified as an “Add-On Term Loan Lender” in any Add-On Term Loan Lender Joinder Agreement, together with its successors and permitted assigns.

“Add-On Term Loan Lender Joinder Agreement” means a joinder agreement, substantially in the form of Exhibit 2.01(d)(ii), executed and delivered in accordance with the provisions of Section 2.01(d)(ii).

“Add-On Term Loan Maturity Date” shall be as set forth in the applicable Add-On Term Loan Lender Joinder Agreement.

“Additional Guaranteed Obligations” means all obligations arising under Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, and reimbursement of costs and expenses as provided for under such agreements; provided that Additional Guaranteed Obligations of the Parent Guarantor shall exclude any Excluded Swap Obligations with respect to the Parent Guarantor.

“Administrative Agent” means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

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

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent.

“Advance Payment” means an advance payment or progress payment made to the Parent Guarantor or any of its Subsidiaries (or any such payment made to any joint venture in which the Parent Guarantor or any of its Subsidiaries is a participant where all or a portion of such payment is passed on or paid by the joint venture to the Parent Guarantor or any of its Subsidiaries) in connection with a program under a commercial or government (including defense) contract with a customer in contemplation of the future performance of services, receipt of goods, incurrence of expenditures, or for other assets to be provided by the Parent Guarantor or any of its Subsidiaries where the amount of such payment is either applied to offset a portion of the purchase price for or otherwise repaid in installments based on future shipset (or similar unit) deliveries, the provision of services, goods or other assets to the relevant customer (or through such joint venture) or incurrence of expenditures, generally over a fixed number or amount of shipsets (or similar units), services, goods or other assets or incurrence of expenditures.

“Affiliate” of any Person means any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person (excluding any trustee under, or any committee with responsibility for administering, any Plan). A Person shall be deemed to be “controlled by” any other Person if such other Person possesses, directly or indirectly, power to:

- (a) vote ten percent (10%) or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managing general partners of such Person; or
- (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Affiliate Transaction” has the meaning specified in Section 8.07.

“Aggregate Delayed Draw Term Loan Commitments” means the Delayed Draw Term Loan Commitments of all the Lenders. The aggregate principal amount of the Aggregate Delayed Draw Term

Loan Commitments in effect on the Effectiveness Date is TWO HUNDRED FIFTY MILLION DOLLARS (\$250,000,000.00).

“Aggregate Revolving Commitments” means the Revolving Commitments of all the Lenders. The aggregate principal amount of the Aggregate Revolving Commitments in effect on the Effectiveness Date is EIGHT HUNDRED MILLION DOLLARS (\$800,000,000.00).

“Agreement” means this Second Amended and Restated Credit Agreement.

“Applicable Percentage” means with respect to any Lender at any time, (a) with respect to such Lender’s Revolving Commitment at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Lender’s Revolving Commitment at such time, subject to adjustment as provided in Section 2.15; provided that if the commitment of each Lender to make Revolving Loans and the obligation of each L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 9.02, Section 9.03, or Section 9.04, or if the Aggregate Revolving Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments, (b) with respect to such Lender’s portion of the outstanding Term A Loan at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of the Term A Loan held by such Lender at such time, (c)(i) with respect to such Lender’s Delayed Draw Term Loan Commitment at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Delayed Draw Term Loan Commitments represented by such Lender’s Delayed Draw Term Loan Commitment at such time, subject to adjustment as provided in Section 2.15; provided that if the commitment of each Lender to make Delayed Draw Term Loans has been terminated pursuant to Section 9.02, Section 9.03, or Section 9.04, or if the Aggregate Delayed Draw Term Loan Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments and (ii) with respect to such Lender’s portion of the outstanding Delayed Draw Term Loans at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of the Delayed Draw Term Loans held by such Lender at such time and (d) with respect to such Lender’s portion of any outstanding Add-On Term Loan at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of such Add-On Term Loan held by such Lender at such time. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule I or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, or in any documentation executed by such Lender in connection with an increase in the Revolving Commitments or Add-On Term Loan pursuant to Section 2.01(d), as applicable.

“Applicable Rate” means (a) with respect to an Add-On Term Loan, the percentage(s) per annum set forth in the applicable Add-On Term Loan Lender Joinder Agreement and (b) with respect to Revolving Loans, the Term A Loan, Delayed Draw Term Loans, Swing Line Loans, Letters of Credit, the Revolving Commitment Fee and the DDTL Commitment Fee, the following percentages per annum, based upon the Credit Rating as set forth below:

<u>Pricing Tier</u>	<u>Credit Rating (S&P/ Moody’s)</u>	<u>Revolving Commitment Fee and DDTL Commitment Fee</u>	<u>Letter of Credit Fee</u>	<u>Eurodollar Rate Loans</u>	<u>Base Rate Loans</u>
1	≥ BBB+/Baa1	0.125%	1.125%	1.125%	0.125%

2	BBB/Baa2	0.150%	1.250%	1.250%	0.250%
3	BBB-/Baa3	0.200%	1.375%	1.375%	0.375%
4	BB+/Ba1	0.250%	1.625%	1.625%	0.625%

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5	≤ BB/Ba2	0.300%	1.875%	1.875%	0.875%
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Initially, the Applicable Rate shall be based on Pricing Tier 3. Thereafter, the Applicable Rate will be determined from time to time based on (a) if S&P and Moody's each provide a Credit Rating, the higher of the two Credit Ratings or (b) if only one of S&P or Moody's provides a Credit Rating, the Credit Rating that is provided. In the event that both S&P and Moody's cease to provide Credit Ratings, then the Applicable Rate will be based on the last available Credit Rating(s) until such time as the Borrower and the Lenders can negotiate, in good faith, an alternative pricing grid for determining the Applicable Rate. Each change in the Applicable Rate resulting from a change in a Credit Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change.

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

“Arrangers” means, collectively, MLPFS, Mizuho Bank, Ltd. and Citibank, together with their respective successors and assigns.

“Asset Sale” means any direct or indirect sale, transfer, lease, conveyance or other disposition by the Parent Guarantor or any of its Subsidiaries of any of its property or assets, including any sale or issuance of any Equity Interests of any Subsidiary.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit 11.06 or any other form (including electronic documentation generated by MarkitClear or other electronic platform) approved by the Administrative Agent.

“Audited Financial Statements” means the audited consolidated balance sheet of the Parent Guarantor and its Subsidiaries for the Fiscal Year ended December 31, 2017, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such Fiscal Year of the Parent Guarantor and its Subsidiaries, including the notes thereto, audited by independent public accountants of recognized national standing and prepared in conformity with GAAP.

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

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bank of America” means Bank of America, N.A. and its successors.

“Bank of America Fee Letter” means the Fee Letter, dated May 24, 2018, by and among the Borrower, MLPFS and Bank of America.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus one-half of one percent (0.50%), (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its “prime rate” and (c) the Eurodollar Rate plus one percent (1.00%); provided that if the Base Rate shall be less than zero, such rate shall be deemed zero for

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purposes of this Agreement. The “prime rate” is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in the “prime rate” announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

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

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Internal Revenue Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for

purposes of Title I of ERISA or Section 4975 of the Internal Revenue Code) the assets of any such “employee benefit plan” or “plan”.

“Board of Directors” means, with respect to any Person, (i) in the case of any corporation, the board of directors of such Person, (ii) in the case of any limited liability company, the board of managers, manager or managing member of such Person, (iii) in the case of any partnership, the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing.

“Boeing” means The Boeing Company.

“Boeing Agreements” means the agreements set forth on Schedule 1.01(a).

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning specified in the last paragraph of Section 7.01.

“Borrowing” means each of the following: (a) a borrowing of Swing Line Loans pursuant to Section 2.04 and (b) a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent’s Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day that is also a London Banking Day.

“Capital Lease” means, as applied to any Person, any lease of any property by that Person as lessee which, in accordance with GAAP, is required to be accounted for as a capital lease on the balance sheet of that Person.

“Capital Lease Obligations” means all monetary or financial obligations of the Borrower and its Subsidiaries under any leasing or similar arrangement conveying the right to use real or personal property,

or a combination thereof, which, in accordance with GAAP, would or should be classified and accounted for as Capital Leases, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date on which such lease may be terminated by the lessee without payment of a penalty.

“Cash Collateralize” means to deposit in a Controlled Account or to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the L/C Issuers or the Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if the Administrative Agent and the applicable L/C Issuer shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer. “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“Change in Control” means

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause such person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of Voting Stock of the Parent Guarantor representing greater than thirty-five percent (35%) of the voting power of the outstanding Voting Stock of the Parent Guarantor,

(b) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Parent Guarantor (together with any new directors whose election to such Board of Directors or whose nomination for election was approved by a vote of a majority of the directors of the Parent Guarantor then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board of Directors of the Parent Guarantor, or

(c) at any time, the Parent Guarantor ceases to own one hundred percent (100%) of the Equity Interests of the Borrower.

“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.

“Citibank” means Citibank, N.A.

“Citibank Fee Letter” means the Fee Letter, dated May 24, 2018, by and among the Borrower, the Parent Guarantor and Citibank.

“Class” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term A Loan, Delayed Draw Term Loans, Add-On Term Loan or Swing Line Loans, and when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, Term A Loan Commitment, Delayed Draw Term Loan Commitment or Add-On Term Loan Commitment and when used in reference to any Lender, refers to whether such Lender is a Revolving Lender, a Term A Lender, a Delayed Draw Term Loan Lender or an Add-On Term Loan Lender.

“Commitment” means, as to each Lender, the Revolving Commitment of such Lender, the Term A Loan Commitment of such Lender, the Delayed Draw Term Loan Commitment of such Lender and/or each Add-On Term Loan Commitment of such Lender.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

“Compliance Certificate” means a certificate substantially in the form of Exhibit 7.01(c).

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

“Consolidated Amortization Expense” means, for any period, the amortization expense of the Parent Guarantor and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, plus, to the extent not already included in such amortization expense, the amortization of certain intangibles that are recorded as contra-revenues, in each case determined on a consolidated basis in accordance with GAAP.

“Consolidated Depreciation Expense” means, for any period, the depreciation expense of the Parent Guarantor and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

“Consolidated EBITDA” means, for any period, Consolidated Net Income for such period, adjusted by (x) adding thereto, in each case only to the extent (and in the same proportion) deducted in determining such Consolidated Net Income and without duplication:

- (a) Consolidated Interest Expense for such period,
- (b) Consolidated Amortization Expense for such period,
- (c) Consolidated Depreciation Expense for such period,
- (d) Consolidated Tax Expense for such period,
- (e) the aggregate amount of all other non-cash charges reducing Consolidated Net Income (excluding any non-cash charge that is expected to be paid in cash in any future period, unless the Parent Guarantor determines to add back such charge, in which case the cash amounts in respect of which such charge was made will be deducted from Consolidated EBITDA in the periods when paid) in such period,

(f) any (i) expenses or charges related to any issuance of Equity Interests, acquisition, investment, Asset Sale or the incurrence or repayment of Indebtedness, including refinancing thereof (in each case to the extent permitted hereunder and whether or not consummated), (ii) unusual or non-recurring charges deducted in such period in computing Consolidated Net Income and (iii) restructuring and business optimization charges, accruals or reserves, including any system implementation costs, costs related to the closure, relocation, reconfiguration and/or consolidation of facilities and costs to relocate employees, retention charges, severance, contract termination costs, transition and other duplicative running costs, in an aggregate amount not to exceed (x) \$50,000,000 per Fiscal Year plus (y) with respect to the Fiscal Year ending December 31, 2018, all fees, costs and expenses incurred in connection with the transactions contemplated by this Agreement to the extent that such fees, costs and expenses are deducted in such period in computing Consolidated Net Income,

(g) [reserved],

(h) “run-rate” cost savings in connection with a Permitted Acquisition, investment, disposition or other cost-saving initiative projected by the Borrower in good faith to result from specified actions taken, committed to be taken or expected in good faith to be taken no later than twelve (12) months after the end of such period calculated on a Pro Forma Basis, net of the amount of actual benefits realized during such period from such actions; provided that such cost savings are reasonably identifiable and factually supportable and certified by a Financial Officer of the Borrower (it is understood and agreed that “run-rate” means the full recurring benefit for a period that is associated with any action taken or expected to be taken, in each case net of the amount of actual benefits

realized during such period from such actions to the extent already included in Consolidated Net Income for such period; provided that the aggregate amount of such “run-rate” cost savings added to “Consolidated EBITDA” shall not exceed \$50,000,000 during the existence of this Agreement,

(i) any non-cash impairment of goodwill, intangibles or other assets in such period,

(j) non-cash compensation expenses, or other non-cash expenses or charges, arising from the sale of stock, the granting of stock options, the granting of stock appreciation rights and similar arrangements (including any repricing, amendment, modification, substitution or change of any such stock, stock option, stock appreciation rights or similar arrangements) in such period, and

(k) forward loss charges from a prior period in accordance with GAAP in an aggregate amount not to exceed \$500,000,000 during the term of this Agreement,

(y) subtracting therefrom (i) the aggregate amount of all non-cash items increasing Consolidated Net Income (other than (A) the accrual of revenue, reversal of deferred revenues or advance payments or recording of receivables in the ordinary course of business and (B) the reversal of an accrual of a reserve referred to in the parenthetical to clause (e) of this definition) and (ii) unusual and non-recurring gains included in calculating Consolidated Net Income, in each case for such period.

“Consolidated Indebtedness” means, at a particular date, the aggregate amount of all Indebtedness of the Parent Guarantor and its Subsidiaries determined on a consolidated basis in accordance with GAAP at such date.

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“Consolidated Interest Expense” means, with respect to the Parent Guarantor and its Subsidiaries on a consolidated basis for any period, the sum of

(a) gross interest expense for such period, including (i) the amortization of debt discounts, (ii) the amortization of all fees (including fees with respect to Swap Contracts) payable in connection with the incurrence of Indebtedness to the extent included in interest expense and (iii) the portion of any payments or accruals with respect to Capital Lease Obligations allocable to interest expense, and

(b) capitalized interest.

“Consolidated Net Income” means, for any period, the net income or loss of the Parent Guarantor and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded therefrom without duplication.

(i) the income or loss of any Person (other than consolidated Subsidiaries of the Parent Guarantor) in which any other Person (other than the Parent Guarantor or any of its Subsidiaries) has a joint interest, except to the extent of the amount of dividends or other distributions actually paid to the Parent Guarantor or any of its Subsidiaries by such Person during such period,

(ii) the cumulative effect of a change in accounting principles during such period,

(iii) any net after-tax income (loss) from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations, and

(iv) any (x) unusual and infrequent gain (or unusual and infrequent loss) realized during such period by the Parent Guarantor or any of its Subsidiaries or (y) gain (or loss) realized during such period by the Parent Guarantor or any of its Subsidiaries upon an asset disposition (other than asset dispositions in the ordinary course of business), in each case, together with any related provision for taxes on any such gain (or the tax effect of any such loss), recorded or recognized by the Parent Guarantor or any of its Subsidiaries during such period.

“Consolidated Tax Expense” means, for any period, the tax expense of the Parent Guarantor and its Subsidiaries, for such period, determined on a consolidated basis in accordance with GAAP.

“Consolidated Total Assets” means, at any time, the total assets of the Parent Guarantor and its Subsidiaries determined in accordance with GAAP, as of the last day of the Fiscal Quarter most recently ended prior to the date of such determination for which financial statements have been (or are required pursuant to Section 7.01(a) or (b) to have been) delivered to the Administrative Agent pursuant to Section 7.01(a) or (b), calculated on a Pro Forma Basis.

“Controlled Account” means each deposit account and securities account that is subject to an account control agreement in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer.

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

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“Credit Rating” means the senior unsecured debt rating of the Borrower provided by S&P and/or Moody’s.

“DDTL Commitment Fee” has the meaning specified in Section 2.09(b).

“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.

“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 (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) two percent (2%) per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus two percent (2%) per annum, in each case to the fullest extent permitted by applicable Laws and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate applicable to Letters of Credit plus two percent (2%) per annum.

“Defaulting Lender” means, subject to Section 2.15(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any L/C Issuer, any Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, each L/C Issuer or each Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) after the date of this Agreement, has, or has a direct or indirect parent company that has (other than via an Undisclosed Administration), (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interests in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a

Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.15(b)) as of the date established therefore by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower, each L/C Issuer, each Swing Line Lender and each other Lender promptly following such determination.

“Delayed Draw Term Loan Availability Period” means, with respect to the Delayed Draw Term Loan Commitments, the period from and including the Effectiveness Date to the earliest of (a) January 12, 2019 (the “Initial DDTL Availability Expiration Date”); provided that (x) the Initial DDTL Availability Expiration Date may be extended once upon written request from the Borrower to the Administrative Agent prior to the Initial DDTL Availability Expiration Date from the Initial DDTL Availability Expiration Date to the date that is three (3) months after the Initial DDTL Availability Expiration Date (the “First Extended DDTL Availability Expiration Date” and such three month period, the “First Extension Period”), subject to the Borrower’s payment to the Delayed Draw Term Loan Lenders of a fee (to be allocated ratably in accordance with their respective Commitments thereunder) in an amount equal to two and one-half basis points (0.025%) of the undrawn Aggregate Delayed Draw Term Loan Commitments as of the Initial DDTL Availability Expiration Date and (y) the Initial DDTL Availability Expiration Date, as extended by the First Extended DDTL Availability Expiration Date, may be extended once upon written request from the Borrower to the Administrative Agent prior to the First Extended DDTL Availability Expiration Date from the First Extended DDTL Availability Expiration Date to the date that is three (3) months after the First Extended DDTL Availability Expiration Date (the “Second Extended DDTL Availability Expiration Date” and such three month period, the “Second Extension Period”), subject to the Borrower’s payment to the Delayed Draw Term Loan Lenders of a fee (to be allocated ratably in accordance with their respective Commitments thereunder) in an amount equal to two and one-half basis points (0.025%) of the undrawn Aggregate Delayed Draw Term Loan Commitments as of the First Extended DDTL Availability Expiration Date, (b) the date of termination of the Aggregate Delayed Draw Term Loan Commitments pursuant to Section 2.06, and (c) the date of termination of the commitment of each Lender to make Loans pursuant to Section 9.02, Section 9.03 or Section 9.04.

“Delayed Draw Term Loan Borrowing” means a Borrowing consisting of simultaneous Delayed Draw Term Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Delayed Draw Term Loan Lenders pursuant to Section 2.01(c).

“Delayed Draw Term Loan Commitment” means, as to each Delayed Draw Term Loan Lender, its obligation to make its portion of each Delayed Draw Term Loan to the Borrower pursuant to Section 2.01(c), in the principal amount set forth opposite such Lender’s name on Schedule I or in the Assignment and Assumption pursuant to which such Delayed Draw Term Loan Lender becomes a party hereto, as applicable as such amount may be adjusted from time to time in accordance with this Agreement.

“Delayed Draw Term Loan Lender” means, at any time, (a) so long as any Delayed Draw Term Loan Commitment is in effect, any Lender that has a Delayed Draw Term Loan Commitment at such time or (b) if the Delayed Draw Term Loan Commitments have terminated or expired, any Lender that has a Delayed Draw Term Loan.

“Delayed Draw Term Loan” has the meaning specified in Section 2.01(c).

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

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“Designated Transaction” means one or more related Acquisitions and/or Investments or a series of related Acquisitions and/or Investments consummated within a period of six consecutive months and designated by the Borrower in writing to the Administrative Agent prior to the end of the fiscal quarter in which such related Acquisition and/or Investment or such related series thereof, as applicable, is made as a “Designated Transaction,” the total cash and non-cash consideration (including any assumption of Indebtedness, deferred purchase price, earn-out obligations and equity consideration) and/or contributed cash and property for which shall exceed \$150,000,000.

“Discontinuance Event” means, with respect to any contract with a commercial or government (including defense) customer providing for Advance Payments, the occurrence of either (a) a termination of the program specified in such contract in respect of which such Advance Payments were made or (b) a termination of such contract, in either case which results in a requirement under such contract for the Parent Guarantor or any of its Subsidiaries to repay the outstanding balance of any Advance Payments received thereunder.

“Disqualified Capital Stock” means any Equity Interest 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, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is six (6) months following the Final Maturity Date, (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interests referred to in (a) above, in each case at any time on or prior to the date that is six (6) months following the Final Maturity Date, or (c) contains any repurchase obligation (other than repurchase obligations with respect to the Parent Guarantor’s common Equity Interests issued to employees, officers and directors of the Parent Guarantor and its Subsidiaries upon death, disability, retirement, severance or termination of employment or service) which may come into effect prior to payment in full of all Obligations (other than contingent indemnification obligations under the Loan Documents that are not then due or claimed); provided, however, that any Equity Interests that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of change in control or an asset sale occurring prior to the date that is six months following the Final Maturity Date shall not constitute Disqualified Capital Stock if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the repayment in full of the Obligations (other than contingent indemnification obligations under the Loan Documents that are not then due or claimed).

“Dollar” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized under the laws of any state of the United States or the District of Columbia.

“EEA Financial Institution” means (a) any credit institution or investment firm 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 financial 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.

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“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.

“Effectiveness Date” means the date hereof.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 11.06(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 11.06(b)(iii)).

“Environment” means ambient air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources such as flora and fauna, or as otherwise defined in any applicable Environmental Law.

“Environmental Laws” means all applicable Laws which (a) regulate or relate to pollution or the protection, including without limitation any Remedial Action, of the environment or human health (to the extent relating to exposure to Hazardous Materials), (b) the use, generation, distribution, treatment, storage, transportation, handling, disposal or release of Hazardous Materials, (c) the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources or (d) impose liability or provide for damages with respect to any of the foregoing, including the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. § 6901 et seq.), Safe Drinking Water Act (21 U.S.C. § 349, 42 U.S.C. §§ 201, 300f), Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), Clean Air Act (42 U.S.C. § 7401 et seq.), and Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), or any other similar applicable Law of similar effect, each as amended.

“Environmental Liability” means any liability, contingent or otherwise (including, but not limited to, any liability for damages, natural resource damage, costs of Remedial Action, administrative oversight costs, fines, penalties or indemnities), of the Parent Guarantor or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials or (d) the Release or threatened Release of any Hazardous Materials.

“Environmental Permit” means any permit, approval, authorization, certificate, license, variance, filing or permission required by or from any Governmental Authority pursuant to any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Equity Rights” means all securities convertible or exchangeable for Equity Interests and all warrants, options or other rights to purchase or subscribe for any Equity Interests, whether or not presently convertible, exchangeable or exercisable, but excluding debt securities convertible or exchangeable into any such equity.

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“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity 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 complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan; (d) the filing of a notice of intent to terminate or the treatment of a Pension Plan amendment as a termination under Sections 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any 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; (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430 and 432 of the Internal Revenue Code or Sections 303 and 305 of ERISA; or (h) 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 the Borrower or any ERISA Affiliate.

“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.

“Eurodollar Base Rate” means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to the London Interbank Offered Rate (“LIBOR”), or a comparable or successor rate which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such case, the “LIBOR Rate”) at or about 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the LIBOR Rate, at or about 11:00 a.m., London time, two (2) Business Days prior to such date for Dollar deposits with a term of one (1) month commencing that day;

provided that: (i) to the extent a comparable or successor rate is approved by the Administrative Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further, that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably

determined by the Administrative Agent and (ii) if the Eurodollar Base Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Eurodollar Rate” means (a) for any Interest Period with respect to any Eurodollar Rate Loan, a rate per annum determined by the Administrative Agent to be equal to the quotient obtained by dividing (i) the Eurodollar Base Rate for such Eurodollar Rate Loan for such Interest Period by (ii) one minus the Eurodollar Reserve Percentage for such Eurodollar Rate Loan for such Interest Period and (b) for any day with respect to any Base Rate Loan bearing interest at a rate based on the Eurodollar Rate, a rate per

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annum determined by the Administrative Agent to be equal to the quotient obtained by dividing (i) the Eurodollar Base Rate for such Base Rate Loan for such day by (ii) one (1) minus the Eurodollar Reserve Percentage for such Base Rate Loan for such day.

“Eurodollar Rate Loan” means a Loan that bears interest at a rate based on clause (a) of the definition of “Eurodollar Rate”.

“Eurodollar Reserve Percentage” means, for any day during any Interest Period, the reserve percentage (expressed as a decimal, carried out to five decimal places) in effect on such day, whether or not applicable to any Lender, under regulations issued from time to time by the FRB for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as “Eurocurrency liabilities”). The Eurodollar Rate for each outstanding Eurodollar Rate Loan and for each outstanding Base Rate Loan the interest on which is determined by reference to the Eurodollar Rate, in each case, shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage.

“Event of Default” has the meaning specified in Section 9.01.

“Event of Termination” has the meaning specified in Section 9.01.

“Excluded Swap Obligation” means, with respect to the Parent Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of the Parent Guarantor of such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Parent Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act (determined after giving effect to Section 4.07 and any and all guarantees of the Parent Guarantor’s Swap Obligations by the Borrower) at the time the Guaranty of the Parent Guarantor becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a Master Agreement governing more than one Swap Contract, such exclusion shall apply to only the portion of such Swap Obligation that is attributable to Swap Contracts for which such Guaranty is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to any 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 being organized under the laws of, or having its principal office or, in the case of any Lender, its 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, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 11.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that pursuant to Section 3.01(a)(ii) or (c), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient’s failure to comply with Section 3.01(e) and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Existing Credit Agreement” means that certain Amended and Restated Credit Agreement, dated as of June 6, 2016 (as amended, amended and restated, modified, supplemented, increased or extended from time to time, including pursuant to that certain Amendment No. 1 to Credit Agreement dated as of

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September 22, 2017), by and among the Borrower, the Parent Guarantor, the lenders party thereto and Bank of America, as administrative agent.

“Existing Letters of Credit” means the letters of credit described by date of issuance, letter of credit number, undrawn amount, name of beneficiary and date of expiry on Schedule 1.01(b).

“FATCA” means Sections 1471 through 1474 of the Internal Revenue 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 Internal Revenue Code and any applicable intergovernmental agreements implementing the foregoing.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole

multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent. If at any time the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“Fee Letters” means, collectively, the Bank of America Fee Letter, the Mizuho Fee Letter and the Citibank Fee Letter.

“Final Maturity Date” means, as of any date of determination, the later of (a) July 12, 2023 and (b) the then latest Add-On Term Loan Maturity Date.

“Financial Covenants” means the covenant and agreement of the Loan Parties set forth in Section 8.08.

“Financial Officer” of any corporation, partnership or other entity means the chief financial officer, the principal accounting officer, treasurer or controller of such corporation, partnership or other entity.

“First Extended DDTL Availability Expiration Date” has the meaning specified in the definition of “Delayed Draw Term Loan Availability Period”.

“First Extension Period” has the meaning specified in the definition of “Delayed Draw Term Loan Availability Period”.

“Fiscal Quarter” means any fiscal quarter of the Borrower or the Parent Guarantor, as the context requires.

“Fiscal Year” means any fiscal year of the Borrower or the Parent Guarantor, as the context requires.

“Foreign Lender” means a Lender that is not a U.S. Person.

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“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to outside the United States by any Loan Party or any Subsidiary primarily for the benefit of employees of any Loan Party or any Subsidiary employed outside the United States.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

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

“Fronting Exposure” means, at any time there is a Defaulting Lender, (a) with respect to each L/C Issuer, such Defaulting Lender’s Applicable Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof and (b) with respect to each Swing Line Lender, such Defaulting Lender’s Applicable Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

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

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, consistently applied and as in effect from time to time.

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

“GTA” means the General Terms Agreement, BCA-65530-0016, dated as of June 16, 2005, between the Borrower and Boeing, as amended.

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

reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guaranteed Party Designation Notice” means a notice from any Lender or an Affiliate of a Lender substantially in the form of Exhibit 9.05.

“Guaranteed Swap Contract” means any Swap Contract by and between any Loan Party or any Subsidiary and any Swap Bank. For the avoidance of doubt, a holder of Obligations in respect of Guaranteed Swap Contracts shall be subject to the last paragraph of Section 9.05 and Section 10.11.

“Guaranteed Treasury Management Agreement” means any Treasury Management Agreement by and between any Loan Party or any Subsidiary and any Treasury Management Bank. For the avoidance of doubt, a holder of Obligations in respect of Guaranteed Treasury Management Agreements shall be subject to the last paragraph of Section 9.05 and Section 10.11.

“Guaranty” means the guaranty made by the Parent Guarantor (and, with respect to Additional Guaranteed Obligations (determined before giving effect to Sections 4.01 and 4.07), the Borrower) in favor of the Administrative Agent, the Lenders and the other holders of the Obligations pursuant to Article IV.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Honor Date” has the meaning specified in Section 2.03(c).

“IFRS” means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements delivered under or referred to herein.

“Impermissible Qualification” means, relative to the opinion or certification of any independent public accountant as to any financial statement of the Borrower, any qualification or exception to such opinion or certification:

- (a) which is of a “going concern” or similar nature; or
- (b) which relates to the limited scope of examination of matters relevant to such financial statement.

“Increase Effective Date” has the meaning specified in Section 2.01(d)(i).

“Increase Joinder” has the meaning specified in Section 2.01(d)(i)(B).

“Incremental Funds Certain Provision” shall have the meaning set forth in Section 2.01(d)(ii).

“Indebtedness” of any Person means the sum of all indebtedness of such Person on a consolidated basis (without duplication) with respect to:

- (a) borrowed money or obligations represented by bonds, debentures, notes or other similar instruments;

- (b) the aggregate amount of Capital Lease Obligations; provided that to the extent such obligations are limited in recourse to the property subject to such Capital Lease, such limited recourse obligations shall be included in Indebtedness only to the extent of the fair market value of such property;

- (c) the capitalized amount of the remaining lease payments under any Synthetic Lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease;

- (d) the outstanding principal amount of any Securitization Transaction, after taking into account reserve accounts and making appropriate adjustments, determined by the Administrative Agent in its reasonable discretion;

- (e) all obligations of others secured by any Lien on any property of such Person, but, to the extent such Lien does not extend to any other property of such Person and is otherwise non-recourse against such Person, limited to the lesser of (i) the aggregate unpaid amount of such obligations and (ii) the fair market value of such property as reasonably determined by such Person;

- (f) all indebtedness representing the deferred purchase price of property or services, excluding (i) trade payables and accrued liabilities in the ordinary course of business and (ii) any purchase price adjustment, contingent payment or deferred payment incurred in connection with an Acquisition or other Investment, so long as such obligation has not become a liability on the balance sheet of such Person in accordance with GAAP;

- (g) net obligations under Swap Contracts;
- (h) all obligations for the reimbursement of any obligor under letters of credit, bankers' acceptances and similar credit transactions; and
- (i) Guarantees in respect of, or to assure an obligee against failure to make payment in respect of, liabilities, obligations or indebtedness of the kind described in clauses (a) through (h).

Notwithstanding the foregoing, in no event shall any of the following constitute Indebtedness: (i) obligations or liabilities in respect of any Equity Interests, (ii) any obligations in respect of Advance Payments, except following a Discontinuance Event with respect to the applicable contract, in which case "Indebtedness" shall include an amount equal to the lesser of (A) the aggregate amount of Advance Payments made by the applicable customer under the applicable contract less the sum of (x) the aggregate amount of Advance Payments under the applicable contract theretofore repaid to the applicable customer or otherwise satisfied or forgiven plus (y) any Advance Payments that are not required to be repaid under the applicable contract as a result of such Discontinuance Event and (B) the amount agreed in writing between the Parent Guarantor or the applicable Subsidiary, on one hand, and the applicable customer, on the other hand, in settlement of any repayment obligations owing to the applicable customer in respect of Advance Payments under the applicable contract as a result of such Discontinuance Event, (iii) obligations and/or liabilities under any Permitted Incentive Program to the extent that such obligations and/or liabilities satisfy both of the following two requirements: (A) such obligations and/or liabilities do not constitute indebtedness on the balance sheet of such Person in accordance with GAAP and (B) such obligations and/or liabilities are not secured by a Lien on the property of the Parent Guarantor or any of its Subsidiaries (regardless of whether such obligations and/or liabilities constitute indebtedness on the

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balance sheet of such Person in accordance with GAAP) and (iv) obligations and/or liabilities under any Qualifying IRB Financing.

The amount of any net obligation owed by such Person under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

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

"Indemnitees" has the meaning specified in Section 11.04(b).

"Information" has the meaning specified in Section 11.07.

"Initial DDTL Availability Expiration Date" has the meaning specified in the definition of "Delayed Draw Term Loan Availability Period".

"Interest Coverage Ratio" means, at any date, the ratio of (a) Consolidated EBITDA for the Test Period most recently ended to (b) Consolidated Interest Expense for the Test Period most recently ended.

"Interest Payment Date" means (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Revolving Loan Maturity Date, the Term Loan Maturity Date or any applicable Add-On Term Loan Maturity Date, as the case may be; provided, however, that if any Interest Period for a Eurodollar Rate 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 (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Revolving Loan Maturity Date, the Term Loan Maturity Date or any applicable Add-On Term Loan Maturity Date, as the case may be.

"Interest Period" means as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one (1), two (2), three (3) or six (6) months thereafter, as selected by the Borrower in its Loan Notice, or such other period that is twelve months or less requested by the Borrower and consented to by all of the Lenders under such Eurodollar Rate Loan (in each case, subject to availability); 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, in the case of a Eurodollar Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;
- (b) any Interest Period pertaining to a Eurodollar Rate Loan 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 with respect to any Revolving Loan shall extend beyond the Revolving Loan Maturity Date;
- (d) no Interest Period with respect to the Term A Loan or any Delayed Draw Term Loan shall extend beyond the Term Loan Maturity Date; and

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(e) no Interest Period with respect to any Add-On Term Loan shall extend beyond the applicable Add-On Term Loan Maturity Date.

“Internal Revenue Code” means the Internal Revenue Code of 1986.

“Investment” has the meaning specified in Section 8.04.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

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

“Joint Venture” means a corporation, partnership, limited liability company, joint venture or other similar arrangement (whether created by contract or conducted through a separate legal entity) which is not a Subsidiary of any Loan Party or any of their respective Subsidiaries and which is formed by any Loan Party or any of their respective Subsidiaries with one or more other Person in order to conduct a common venture or enterprise with such Persons.

“Laws” means, collectively, all international, foreign, federal, state 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, in each case applicable or binding upon any Person or any of its assets.

“L/C Advance” means, with respect to each Revolving Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing of Revolving Loans.

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

“L/C Issuer” means, as the context may require, (a) Bank of America, in its capacity as an issuer of Letters of Credit hereunder and its successors in such capacity as provided in Section 2.03(l), (b) Mizuho Bank, Ltd., in its capacity as an issuer of Letters of Credit hereunder and its successors in such capacity as provided in Section 2.03(l), (c) Citibank, in its capacity as an issuer of Letters of Credit hereunder and its successors in such capacity as provided in Section 2.03(l), (d) any other consenting Revolving Lender approved by the Administrative Agent and the Borrower in its capacity as issuer of Letters of Credit issued by it hereunder and its successors in such capacity as provided in Section 2.03(l) or (e) collectively, all of the foregoing. Each L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such L/C Issuer, in which case the term “L/C Issuer” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“L/C Obligations” means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including

all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lenders” means each of the Persons identified as a “Lender” on the signature pages hereto, each Add-On Term Loan Lender, each Post-Increase Revolving Lender, and, as the context requires, each Swing Line Lender, in each case together with their successors and permitted assigns.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent, which office may include the office of any Affiliate of such Person or any domestic or foreign branch of such Person or such Affiliate.

“Letter of Credit” means any standby letter of credit issued hereunder providing for the payment of cash upon the honoring of a presentation thereunder and shall include the Existing Letters of Credit.

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

“Letter of Credit Expiration Date” means the day that is thirty (30) days prior to the Revolving Loan Maturity Date then in effect (or, if

such day is not a Business Day, the next preceding Business Day).

“Letter of Credit Fee” has the meaning specified in Section 2.03(h).

“Letter of Credit Sublimit” means, as of any date of determination, an amount equal to the lesser of (a) the Aggregate Revolving Commitments as of such date and (b) \$100,000,000; provided, however, that with respect to (i) Bank of America, in its capacity as an L/C Issuer, the Letter of Credit Sublimit shall be \$33,333,333.34, (ii) Mizuho Bank, Ltd., in its capacity as an L/C Issuer, the Letter of Credit Sublimit shall be \$33,333,333.33, (iii) Citibank, in its capacity as an L/C Issuer, the Letter of Credit Sublimit shall be \$33,333,333.33 and (iv) with respect to any other Lender serving as an L/C Issuer, the Letter of Credit Sublimit shall be such amount as agreed in writing among the Borrower, such Lender and the Administrative Agent. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

“Leverage Increase Period” has the meaning specified in Section 8.08(b).

“LIBOR” has the meaning set forth in the definition of “Eurodollar Base Rate.”

“LIBOR Rate” has the meaning set forth in the definition of “Eurodollar Base Rate.”

“LIBOR Screen Rate” means the LIBOR quote on the applicable screen page the Administrative Agent (in its reasonable discretion) designates to determine LIBOR (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time in its reasonable discretion).

“LIBOR Successor Rate” has the meaning specified in Section 3.07.

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“LIBOR Successor Rate Conforming Changes” means, with respect to any proposed LIBOR Successor Rate, any conforming changes to the definitions of Base Rate, Interest Period, Eurodollar Rate, Eurodollar Base Rate, timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption of such LIBOR Successor Rate and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such LIBOR Successor Rate exists, in such other manner of administration as the Administrative Agent determines in consultation with the Borrower).

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Revolving Loan, Swing Line Loan, Term A Loan, Delayed Draw Term Loan or Add-On Term Loan.

“Loan Documents” means this Agreement, each Note, each Issuer Document, each Add-On Term Loan Lender Joinder Agreement, any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.14 of this Agreement and each Fee Letter (but specifically excluding Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts).

“Loan Notice” means a notice of (a) a Borrowing of Loans, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans, in each case pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit 2.02 or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

“Loan Parties” means, collectively, the Borrower and the Parent Guarantor.

“London Banking Day” means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

“Master Agreement” has the meaning set forth in the definition of “Swap Contract.”

“Material Adverse Effect” means a materially adverse effect on (a) the operations, business, assets, properties, liabilities or financial condition of the Parent Guarantor and its Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform their obligations under the Loan Documents, (c) the rights and remedies of the Administrative Agent or any Lender under any Loan Document or (d) legality, validity, binding effect or enforceability against the Borrower or the Parent Guarantor of any Loan Document to which it is a party.

“Material Indebtedness” means (a) any Indebtedness (other than the Loans and Letters of Credit) or (b) obligations in respect of one or more Swap Contracts, of any one or more of the Parent Guarantor, the Borrower and their respective Subsidiaries, individually or in an aggregate principal amount exceeding \$100,000,000.

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“Maximum Rate” has the meaning specified in Section 11.09.

“Minimum Collateral Amount” means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the existence of a Defaulting Lender, an amount equal to one hundred percent (100%) of the Fronting Exposure of the L/C Issuers with respect to Letters of Credit issued and outstanding at such time, (b) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of Section 2.14(a)(i), (a)(ii) or (a)(iii), an amount equal to one hundred percent (100%) of the Outstanding Amount of all L/C Obligations, and (c) otherwise, an amount determined by the Administrative Agent and each applicable L/C Issuer in their sole discretion.

“Mizuho Fee Letter” means the Fee Letter, dated May 24, 2018, by and among the Borrower, the Parent Guarantor and Mizuho Bank, Ltd.

“MLPFS” means Merrill Lynch, Pierce, Fenner & Smith Incorporated (or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation’s or any of its subsidiaries’ investment banking, commercial lending services or related businesses may be transferred following the date of this Agreement), in its capacity as a joint lead arranger and sole bookrunner.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five (5) plan years, has made or been obligated to make contributions.

“Multiple Employer Plan” means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“Non-Consenting Lender” means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders, or all affected Lenders in accordance with the terms of Section 11.01 or the Lenders holding Loans or Commitments of a particular Class as provided in clause (ix) in the last proviso in Section 11.01 and (ii) has been approved by the Requisite Lenders.

“Non-Defaulting Lender” means, at any time, each Lender that is not a Defaulting Lender at such time.

“North Hangar Lease” means, collectively, the Building Lease, dated as of October 14, 2016, by and between Air Capital Flight Line, LLC, as landlord, and the Borrower, as tenant, as amended and supplemented from time to time (including any supplemental or similar leases with respect to related buildings or property).

“Note” or “Notes” means the Revolving Notes, the Swing Line Note, the Term A Notes, the Delayed Draw Term Loan Notes and/or any Add-On Term Notes, individually or collectively, as appropriate.

“Notice of Prepayment and/or Reduction/Termination of Commitments” means a notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit 2.05(a) or such other form as may be approved by the Administrative Agent (including any form on an electronic

platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. The foregoing shall also include all Additional Guaranteed Obligations. Notwithstanding anything to the contrary in the foregoing, the “Obligations” of the Parent Guarantor shall exclude any Excluded Swap Obligations with respect to the Parent Guarantor.

“Organizational Document” means (a) relative to each Person that is a corporation, its charter and its by-laws (or similar documents), (b) relative to each Person that is a limited liability company, its certificate of formation and its operating agreement (or similar documents), (c) relative to each Person that is a limited partnership, its certificate of formation and its limited partnership agreement (or similar documents), (d) relative to each Person that is a general partnership, its partnership agreement (or similar document) and (e) relative to any Person that is any other type of entity, such documents as shall be comparable to the foregoing.

“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 (a) with respect to any Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of any Loans occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Parent Guarantor” has the meaning specified in the introductory paragraph hereto.

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

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

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

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“Pension Plan” means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Borrower and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to minimum funding standards under Section 412 of the Internal Revenue Code.

“Permitted Acquisition” means any Acquisition, whether by purchase, merger, consolidation or otherwise, by the Parent Guarantor, the Borrower or any of their respective Subsidiaries of all or substantially all the assets of, or all the Equity Interests in, a Person or a division, line of business or other business unit of a Person so long as (a) the Board of Directors of such Person shall not have indicated publicly its opposition to the consummation of such acquisition (which opposition has not been publicly withdrawn), (b) such assets are to be used in, or such Person so acquired is engaged in, as the case may be, a business of the type permitted under Section 8.03(c) and (c) immediately after giving effect thereto, (i) all transactions related thereto are consummated in all material respects in accordance with applicable laws, (ii) the Borrower and its Subsidiaries are in compliance, on a Pro Forma Basis, with the Financial Covenants recomputed as at the date of the last ended Test Period, as if such acquisition (and any related incurrence or repayment of Indebtedness) had occurred on the first day of the relevant Test Period (except, in the case of an acquisition subject to the Incremental Funds Certain Provision, in which case, the date of determination of the Financial Covenants on a Pro Forma Basis shall, at the option of the Borrower, be the date of execution of the applicable Acquisition Agreement, and such determination shall be made after giving effect to such acquisition (and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof)) on a Pro Forma Basis), (iii) any Indebtedness or any Preferred Stock that is incurred, acquired or assumed in connection with such acquisition shall be in compliance with Section 8.02, and (iv) no Specified Event of Default has occurred and is continuing.

“Permitted Incentive Programs” means any incentive, employment, development or other similar programs or agreements with any governmental, quasi-governmental, economic development authority, non-profit or similar entity or an affiliated organization, including without limitation (a) any Permitted State Bond Financing, (b) industrial revenue bonds, (c) new market tax credits, (d) research and development arrangements and (e) other similar arrangements.

“Permitted Investments” means:

- (a) Dollars (including such Dollars as are held as overnight bank deposits and demand deposits with banks);
- (b) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency or instrumentality thereof and backed by the full faith and credit of the United States of America, in each case maturing within one (1) year from the date of acquisition thereof;
- (c) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having a rating of at least A-2 from S&P or at least P-2 of Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing;
- (d) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 from S&P or at least P-2 from Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing;

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- (e) time deposits, demand deposits, certificates of deposit, Eurodollar time deposits, time deposit accounts, term deposit accounts or bankers' acceptances maturing within one year from the date of acquisition thereof or overnight bank deposits, in each case,

issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any U.S. branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$500,000,000;

(f) repurchase obligations with a term of not more than ninety (90) days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (e) above;

(g) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (a) through (f) above; and

(h) in the case of Foreign Subsidiaries, Investments made locally of a type comparable to those described in clauses (a) through (f) of this definition, which may include investments in the relevant foreign currency.

“Permitted Liens” has the meaning specified in Section 8.01.

“Permitted State Bond Financing” means bond financings entered into for the purpose of obtaining a credit against state or local payroll taxes paid with respect to wages of employees of the Borrower or its Subsidiaries (including any such financings entered into with the State of Kansas).

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

“Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Borrower or any Subsidiary or any such Plan to which the Borrower or any Subsidiary is required to contribute on behalf of any of its employees.

“Platform” has the meaning specified in the last paragraph of Section 7.01.

“Post-Increase Revolving Lenders” has the meaning specified in Section 2.01(d)(i)(C).

“Preferred Stock” means, with respect to any Person, any and all preferred or preference Equity Interests (however designated) of such Person whether or not outstanding or issued on the Effectiveness Date.

“Pre-Increase Revolving Lenders” has the meaning specified in Section 2.01(d)(i)(C).

“Priority Debt” means, as at any date of determination, the sum (without duplication) of (a) the aggregate principal amount outstanding of all unsecured Indebtedness of Subsidiaries (other than any unsecured Indebtedness of any Subsidiary owing to the Parent Guarantor, the Borrower or to a Wholly Owned Subsidiary) plus (b) the aggregate principal amount outstanding of secured Indebtedness of the Parent Guarantor, the Borrower and their respective Subsidiaries (other than (i) any secured Indebtedness of (x) any Subsidiary of the Borrower owing to the Parent Guarantor or the Borrower or to a Wholly Owned Subsidiary, (y) the Parent Guarantor owing to the Borrower or (z) the Borrower owing to the Parent Guarantor and (ii) any Indebtedness secured by a Lien permitted under Section 8.01, other than clause (t) (solely with respect to Securitization Transactions) and clause (z) thereof).

“Pro Forma Basis” means, for purposes of calculating the Financial Covenants or other covenant or provision hereunder, that any (a) Asset Sale (or series of related Asset Sales) that yields gross proceeds to the Parent Guarantor or any of its Subsidiaries in excess of \$5,000,000, (b) Acquisition or similar Investment (or series of related Acquisitions or similar Investments) that involves the payment of consideration by Parent Guarantor and its Subsidiaries in excess of \$5,000,000, (c) Restricted Payment, (d) incurrence, prepayment, cancellation, termination, repurchase or repayment of Indebtedness (or any amendment, modification or amendment and restatement thereof) or (e) “run-rate” cost savings described in clause (h) of the definition of “Consolidated EBITDA” shall be deemed to have occurred as of the first day of the most recent four Fiscal Quarter period preceding the date of such transaction for which the Borrower was required to deliver financial statements pursuant to Section 7.01(a) or (b). In connection with the foregoing, (i)(A) with respect to any Asset Sale, income statement and cash flow statement items (whether positive or negative) attributable to the property disposed of shall be excluded to the extent relating to any period occurring prior to the date of such transaction and (B) with respect to any Acquisition or similar Investment, income statement items attributable to the Person or property acquired shall be included to the extent relating to any period applicable in such calculations to the extent such items are not otherwise included in such income statement items for the Borrower and its Subsidiaries in accordance with GAAP or in accordance with any defined terms set forth in Section 1.01 and (ii) any Indebtedness incurred or assumed by the Borrower or any Subsidiary (including the Person or property acquired) in connection with such transaction (A) shall be deemed to have been incurred as of the first day of the applicable period and (B) if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination.

“Projections” has the meaning specified in Section 6.15.

“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 Lender” has the meaning specified in the last paragraph of Section 7.01.

“Qualified ECP Guarantor” means at any time each Loan Party that qualifies at such time as an “eligible contract participant” under the Commodity Exchange Act and can cause another Person to qualify as an “eligible contract participant” at such time under Section 1a(18)(A)(v) (II) of the Commodity Exchange Act.

“Qualifying IRB Financing” means (a) those certain bond financings entered into with the City of Wichita, Kansas in effect on the Effectiveness Date and refinancings, replacements or extensions thereof satisfying the conditions of clauses (b)(i) through (b)(iv) immediately below and (b) other bond financings entered into from time to time; provided that, in each case under clause (b), (i) such bonds are entered into for the sole purpose of abating personal, sales or real property taxes of the Parent Guarantor or its Subsidiaries, (ii) such bonds are issued pursuant to state law, (iii) such bonds are purchased by the Parent Guarantor or its Subsidiaries pursuant to a bond purchase agreement, (iv) the Parent Guarantor or its Subsidiaries maintain ownership of such bonds, (v) there are no Liens on the assets of the Parent Guarantor or any of its Subsidiaries in respect of obligations under or in connection with such bonds or any related guaranty or lease obligations (except to the extent the terms of the bond financing, including the lease arrangements, are deemed to result in a Lien in favor of the bond trustee (for itself or on behalf of the Parent Guarantor or any of its Subsidiaries as holder of the bonds) or any Governmental Authority on the property that is the subject of the transaction), (vi) such bonds do not require cash payments by the Parent Guarantor or any of its Subsidiaries (after giving effect to the rights of setoff and netting provided for in such bonds), and (vii) the Parent Guarantor is entitled under GAAP to offset any indebtedness

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relating to the obligations with a related asset in the same amount and the effect of such netting is that the obligations are not reflected as “debt” on the face of the Parent Guarantor’s consolidated balance sheet.

“Real Property” means all right, title and interest of any Loan Party or any of its respective Subsidiaries in and to any and all parcels of or interests in real property owned, leased, licensed or operated (including, without limitation, any leasehold estate) by any Loan Party or any of its respective Subsidiaries together with, in each case, all improvements and appurtenant fixtures.

“Recipient” means the Administrative Agent, any Lender, any L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder.

“Register” has the meaning specified in Section 11.06(c).

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

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

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

“Reimbursement Date” has the meaning specified in Section 2.03(c).

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Material in, into, onto or through the Environment.

“Remedial Action” means (a) “remedial action,” as such term is defined in CERCLA, 42 U.S.C. Section 9601(24), and (b) all other actions required by any Governmental Authority or voluntarily undertaken to: (i) clean up, remove, treat, abate or otherwise take corrective action to address any Hazardous Material in the Environment; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not migrate or endanger or threaten to endanger public health, welfare or the Environment; or (iii) perform studies and investigations in connection with, or as a precondition to, (i) or (ii) above.

“Removal Effective Date” has the meaning specified in Section 10.06(b).

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty-day notice period has been waived.

“Request for Credit Extension” means (a) with respect to a Borrowing, conversion or continuation of Loans, a Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

“Requisite DDTL Lenders” has the meaning specified in Section 11.01(a)(viii).

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“Requisite Lenders” means, at any time, Lenders having more than fifty percent (50%) of the sum of (a) the aggregate amount of the Revolving Commitments or, after the Revolving Loan Maturity Date or the date that the Revolving Commitments have otherwise terminated

pursuant to the terms of this Agreement, the Revolving Credit Exposure, (b) the aggregate Outstanding Amount of all Term A Loans and Add-On Term Loans and (c) the unused amount of the Aggregate Delayed Draw Term Loan Commitments that are undrawn plus the aggregate Outstanding Amount of all Delayed Draw Term Loans. The unfunded Commitments of, and the outstanding Loans, held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Requisite Lenders.

“Requisite Revolving Lenders” has the meaning specified in Section 11.01(a)(vii).

“Resignation Effective Date” has the meaning specified in Section 10.06(a).

“Responsible Officer” of any person means (i) any executive officer or Financial Officer of such person and any other officer or similar official thereof with responsibility for the administration of the obligations of such person in respect of this Agreement, (ii) solely for purposes of the delivery of incumbency certificates pursuant to Section 5.01, the secretary or any assistant secretary of a Loan Party and (iii) solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. 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. To the extent requested by the Administrative Agent, each Responsible Officer will provide an incumbency certificate and to the extent requested by the Administrative Agent, appropriate authorization documentation, in form and substance reasonably satisfactory to the Administrative Agent.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests or Equity Rights in the Parent Guarantor, the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests or Equity Rights in the Parent Guarantor, the Borrower or any Subsidiary.

“Revolving Availability Period” means, with respect to the Revolving Commitments, the period from and including the Effectiveness Date to the earliest of (a) the Revolving Loan Maturity Date, (b) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.06, and (c) the date of termination of the commitment of each Lender to make Loans and of the obligation of each L/C Issuer to make L/C Credit Extensions pursuant to Section 9.02, Section 9.03 or Section 9.04.

“Revolving Commitment” means, as to each Lender, its obligation to (a) make Revolving Loans to the Borrower pursuant to Section 2.01 (a), (b) purchase participations in L/C Obligations and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule I, in the Assignment and Assumption pursuant to which such Lender becomes a party hereto or in the Increase Joinder pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Revolving Commitment Fee” has the meaning specified in Section 2.09(a).

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“Revolving Credit Exposure” means, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Loans and such Lender’s participation in L/C Obligations and Swing Line Loans at such time.

“Revolving Lender” means a Lender with a Revolving Commitment or an outstanding Revolving Loan, in its capacity as such.

“Revolving Loan” has the meaning specified in Section 2.01(a).

“Revolving Loan Maturity Date” means July 12, 2023.

“Revolving Note” has the meaning specified in Section 2.11(a).

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

“Sanction(s)” means any sanction administered or enforced by the United States Government (including without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury (“HMT”) or other relevant applicable sanctions authority.

“Scheduled Unavailability Date” has the meaning specified in Section 3.07(b).

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

“Second Extended DDTL Availability Expiration Date” has the meaning specified in the definition of “Delayed Draw Term Loan Availability Period”.

“Second Extension Period” has the meaning specified in the definition of “Delayed Draw Term Loan Availability Period”.

“Securitization Transaction” means, with respect to any Person, any financing transaction or series of financing transactions (including factoring arrangements) pursuant to which such Person or any Subsidiary of such Person may sell, convey or otherwise transfer, or grant a security interest in, accounts, payments, receivables, rights to future lease payments or residuals or similar rights to payment and related assets to

a special purpose subsidiary or affiliate of such Person.

“Significant Subsidiary” means (a) any Subsidiary of the Parent Guarantor (other than the Borrower) that would be a “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Act, as such Regulation is in effect on the Effectiveness Date, and (b) any Subsidiary of the Parent Guarantor (other than the Borrower) which, when aggregated with all other Subsidiaries of the Parent Guarantor (other than the Borrower) that are not otherwise Significant Subsidiaries and as to which any event described in Section 9.01 (i) has occurred and is continuing, would constitute a Significant Subsidiary under clause (a) of this definition.

“Specified Event of Default” shall mean an Event of Default arising under Section 9.01(a) or (i).

“Specified Loan Party” has the meaning specified in Section 4.07.

“Specified Representations” shall mean the representations of the Loan Parties contained in Section 6.01, the lead-in to Section 6.02 (that is, execution, delivery and performance by each Loan Party

of this Agreement and each other Loan Document to which it is a party, the borrowing of the Add-On Term Loans and the use of the proceeds thereof are within each Loan Party’s corporate, partnership or comparable powers, as the case may be, have been duly authorized by all necessary corporate, partnership or comparable and, if required, stockholder action, as the case may be), 6.02(a) and (b), 6.03 (with respect to the Investment Company Act only), 6.04, 6.08 (insofar as it relates to the execution, delivery and performance of the Loan Documents), 6.14, 6.18 and 6.20.

“Subsidiary” means, with respect to any Person, (a) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such Person, by such Person and one or more other Subsidiaries of such Person, or by one or more other Subsidiaries of such Person; (b) any partnership of which more than fifty percent (50%) of the outstanding partnership interests having the power to act as a general partner of such partnership (irrespective of whether at the time any partnership interests other than general partnership interests of such partnership shall or might have voting power upon the occurrence of any contingency) are at the time directly or indirectly owned by such Person, by such Person and one or more other Subsidiaries of such Person, or by one or more other Subsidiaries of such Person; or (c) any limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person have more than a fifty percent (50%) Equity Interest at the time; provided that so long as (x) it is managed as a tenancy-in-common, (y) it is engaged solely in the purchase of natural gas on behalf of the Borrower and the other partners and activities incidental thereto and (z) it does not amend its Organizational Documents in a manner materially adverse to the Administrative Agent or the Lenders, Kansas Industrial Energy Supply Company shall be deemed not to be a Subsidiary of the Borrower for purposes of Articles VI, VII (other than Section 7.01) and VIII. Unless otherwise indicated, when used in this Agreement, the term “Subsidiary” shall refer to a Subsidiary of the Borrower.

“Swap Bank” means (a) any Person that is a Lender or an Affiliate of a Lender at the time that it becomes a party to a Swap Contract with any Loan Party or any Subsidiary and (b) any Person that, at the time it (or its Affiliate) becomes a Lender, is party to a Swap Contract with any Loan Party or any Subsidiary in existence as of such date (even if such Person (or its Affiliate) ceases to be a Lender); provided that in the case of a Guaranteed Swap Contract with a Person who is no longer a Lender (or Affiliate of a Lender), such Person shall be considered a Swap Bank only through the stated termination date (without extension or renewal) of such Guaranteed Swap Contract.

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

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

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

“Swing Line Lender” means, as the context may require, (a) Bank of America, in its capacity as provider of Swing Line Loans, and its successors in such capacity, (b) any other consenting Revolving Lender approved by the Administrative Agent and the Borrower in its capacity

as provider of Swing Line Loans, and its successors in such capacity and (c) collectively, all of the foregoing.

“Swing Line Loan” has the meaning specified in Section 2.04(a).

“Swing Line Loan Notice” means a notice of a Borrowing of Swing Line Loans pursuant to Section 2.04(b), which shall be substantially in the form of Exhibit 2.04(b) or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

“Swing Line Note” has the meaning specified in Section 2.11(a).

“Swing Line Sublimit” means an amount equal to the lesser of (a) \$75,000,000 and (b) the Aggregate Revolving Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

“Synthetic Lease” means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement whereby the arrangement is considered borrowed money indebtedness for tax purposes but is classified as an operating lease or does not otherwise appear on a balance sheet under GAAP.

“Target” means S.R.I.F. NV.

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

“Term A Lender” means a Lender with a Term A Loan Commitment or an outstanding Term A Loan, in its capacity as such.

“Term A Loan” means the Loan made pursuant to Section 2.01(b).

“Term A Loan Commitment” means, with respect to each Term A Lender, the commitment of such Lender to make a Term A Loan hereunder on the Effectiveness Date, expressed as an amount representing the maximum principal amount of the Term A Loan to be made by such Lender hereunder,

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as the same may be reduced from time to time pursuant to the provisions of this Agreement. The amount of each Lender’s Term A Loan Commitment is set forth in Schedule I or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Term A Loan Commitment, as applicable. The aggregate amount of the Lenders’ Term A Loan Commitments as of the Effectiveness Date is TWO HUNDRED AND SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$206,250,000).

“Term A Note” has the meaning specified in Section 2.11(a).

“Term Loan Commitment” means any Term A Loan Commitment, Delayed Draw Term Loan Commitment and/or Add-On Term Loan Commitment.

“Term Loan Maturity Date” means July 12, 2023.

“Term Loans” means the Term A Loan, each Delayed Draw Term Loan and each Add-On Term Loan.

“Test Period” means the four (4) consecutive complete Fiscal Quarters of the Parent Guarantor then last ended for which the financial statements pursuant to Section 7.01(a) or (b) have been delivered for the applicable fiscal period.

“Total Credit Exposure” means, as to any Lender hereunder at any time, the unused Commitments, Revolving Credit Exposure and outstanding amount of all Term Loans of such Lender at such time.

“Total Leverage Ratio” means, at any date, the ratio of (a) Consolidated Indebtedness as of such date to (b) Consolidated EBITDA for the Test Period most recently ended.

“Total Revolving Outstandings” means the aggregate Outstanding Amount of all Revolving Loans, all Swing Line Loans and all L/C Obligations.

“Treasury Management Agreement” means any agreement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation, reporting and trade finance services, cash pooling arrangements and other cash management services.

“Treasury Management Bank” means (a) any Person that is a Lender or an Affiliate of a Lender at the time that it becomes a party to a Treasury Management Agreement with any Loan Party or any Subsidiary and (b) any Person that, at the time (it or its Affiliate) becomes a Lender, is a party to a Treasury Management Agreement with any Loan Party or any Subsidiary in existence as of such date (even if such Person (or its Affiliate) ceases to be a Lender).

“Type” means, with respect to any Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

“UCP” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce (“ICC”) Publication No. 600 (or such later version thereof as may be in effect at the time of issuance).

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“Undisclosed Administration” means the appointment of a receiver, custodian, conservator, trustee, administrator or similar Person by any regulatory authority acting in such a capacity under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction, if the applicable law requires that such appointment not be disclosed.

“United States” and “U.S.” mean the United States of America.

“Unreimbursed Amount” has the meaning specified in Section 2.03(c)(i).

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

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(e)(ii)(B)(III).

“Voting Stock” means, with respect to any Person, any class or classes of Equity Interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of such Person.

“Welfare Plan” means a “welfare plan,” as such term is defined in Section 3(1) of ERISA, that is maintained or contributed to by a Loan Party or any Subsidiary or with respect to which a Loan Party or any Subsidiary could incur liability.

“Wholly Owned Subsidiary” means any Person one hundred percent (100%) of whose Equity Interests are at the time owned by the Borrower directly or indirectly through other Persons one hundred percent (100%) of whose Equity Interests are at the time owned, directly or indirectly, by the Borrower.

“Write-Down and Conversion Powers” means, 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.

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 definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organizational Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “hereto,” “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules

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to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal property and tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

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

1.03 Accounting Terms.

(a) Generally. Except as otherwise specifically prescribed herein, 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, GAAP applied on a consistent basis, as in effect from time to time; provided, however, that (i) calculations made on a Pro Forma Basis shall be made as provided in clause (c) below and (ii) calculations of attributable indebtedness under any Synthetic Lease (the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease) or the implied interest component of any Synthetic Lease shall be made by the applicable Person in accordance with accepted financial practice and consistent with the terms of such Synthetic Lease.

(b) Changes in GAAP. If at any time any change in GAAP (including the adoption of IFRS) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Requisite Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Requisite Lenders); provided that, until so amended or the request for amendment has been withdrawn, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) to the extent requested by the Administrative Agent, the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Notwithstanding anything to the contrary in the foregoing, for all purposes of this Agreement (including, without limitation, the provisions of Article VII (including, without limitation, the Financial Covenants)) leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

(c) Calculations. Notwithstanding the above, the parties hereto acknowledge and agree that for purposes of determining compliance with all financial ratios and financial tests

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(including the Total Leverage Ratio, Interest Coverage Ratio, Consolidated EBITDA, Consolidated Total Assets, Consolidated Net Income and, in each case, any financial calculations or components required to be made or included therein) shall be made on a Pro Forma Basis by the Borrower acting reasonably and in good faith.

(d) FASB ASC 825 and FASB ASC 470-20. Notwithstanding the above, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent Guarantor and its Subsidiaries shall be deemed to be carried at one hundred percent (100%) of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

1.04 Rounding.

Any financial ratios required to be maintained by the Borrower pursuant to 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).

1.05 Times of Day.

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

1.06 Letter of Credit Amounts.

Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Commitments.

(a) Revolving Loans. Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make loans (each such loan, a "Revolving Loan") to the Borrower in Dollars from time to time on any Business Day during the Revolving Availability Period in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Revolving Commitment; provided, however, that after giving effect to any Borrowing of Revolving Loans, (i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, and (ii) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Revolving Commitment. Within the limits of each Lender's Revolving Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Revolving Loans may be Base Rate Loans or Eurodollar Rate Loans, or a combination thereof, as further provided herein.

(b) Term A Loan. Subject to the terms and conditions set forth herein, each Term A Lender severally agrees to make its portion of a term loan (the "Term A Loan") to the Borrower in Dollars on the Effectiveness Date in an amount not to exceed such Lender's Term A Loan Commitment. Amounts repaid on the Term A Loan may not be reborrowed. The Term A Loan may consist of Base Rate Loans or Eurodollar Rate Loans or a combination thereof, as further provided herein.

(c) Delayed Draw Term Loans. Subject to the terms and conditions set forth herein, each Delayed Draw Term Loan Lender severally agrees to make its portion of a term loan (each, a "Delayed Draw Term Loan") to the Borrower in Dollars in up to two Delayed Draw Term Loan Borrowings, each on any Business Day during the Delayed Draw Term Loan Availability Period, and in an aggregate amount not to exceed such Delayed Draw Term Loan Lender's Delayed Draw Term Loan Commitment. Amounts repaid on the Delayed Draw Term Loans may not be reborrowed. Each Delayed Draw Term Loan may consist of Base Rate Loans or Eurodollar Rate Loans, or a combination thereof, as further provided herein.

(d) Borrower Request. The Borrower may, from time to time on or after the Effectiveness Date by written notice to the Administrative Agent, elect to increase the existing Revolving Commitments and/or institute an Add-On Term Loan by an amount not in excess of \$750,000,000 in the aggregate as follows:

(i) Increase in Revolving Commitments. The Borrower may from time to time, upon prior written notice to the Administrative Agent, request to increase the Revolving Commitments. Each such notice shall specify the date (each, an "Increase Effective Date") on which the Borrower proposes that the increased Revolving Commitments shall be effective, which shall be a date not less than five (5) Business Days (or such shorter period as the Administrative Agent may agree in writing) after the date on which such notice is delivered to the Administrative Agent; provided that any existing Lender approached to provide all or a portion of the increased Revolving Commitments may elect or decline, in its sole discretion, to provide such increased Revolving Commitment, and the Borrower shall not be obligated to offer all or any portion of the increased Revolving Commitments to any existing Lender.

(A) Conditions. The increased Revolving Commitments shall become effective, as of such Increase Effective Date; provided that:

(I) each of the conditions set forth in Section 5.02 shall be satisfied or waived in accordance with the terms hereof;

(II) any such increase shall be in a minimum principal amount of \$25,000,000 and in integral multiples of \$1,000,000 in excess thereof;

(III) no Default or Event of Default shall have occurred and be continuing or would result from the borrowings made on the Increase Effective Date, if any;

(IV) the Borrower shall deliver or cause to be delivered any legal opinions or other documents reasonably requested by the Administrative Agent in connection with any such transaction; and

(V) any Person providing any portion of the increased Revolving Commitments that is not an existing Lender must be (1) an Eligible Assignee and (2) reasonably acceptable to the L/C Issuer and the Swing Line Lender.

(B) Terms of New Revolving Loans and Commitments. The terms and provisions of Revolving Loans made pursuant to increased Revolving Commitments shall be identical to the Revolving Loans. The increased Revolving Commitments shall be effected by a joinder agreement (the "Increase Joinder") executed by the Borrower, the Administrative Agent and each Lender making such increased Revolving Commitment, in form and substance reasonably satisfactory to each of them. Any such Increase Joinder may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as are mutually agreed by the Borrower and the Administrative Agent to effect the provisions of this Section 2.01(d)(i). In addition, unless otherwise specifically provided herein, all references in Loan Documents to Revolving Loans shall be deemed, unless the context otherwise requires, to include references to Revolving Loans made pursuant to increased Revolving Commitments made pursuant to this Agreement.

(C) Adjustment of Revolving Loans. Each of the Revolving Lenders having a Revolving Commitment prior to such Increase Effective Date (the "Pre-Increase Revolving Lenders") shall assign to any Revolving Lender which is acquiring a new or additional Revolving Commitment on the Increase Effective Date (the "Post-Increase Revolving Lenders"), and such Post-Increase Revolving Lenders shall purchase from each Pre-Increase Revolving Lender, at the principal amount thereof, such interests in the Revolving Loans and participation interests in L/C Obligations and Swing Line Loans outstanding on such Increase Effective Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans and participation interests in L/C

Obligations and Swing Line Loans will be held by Pre-Increase Revolving Lenders and Post-Increase Revolving Lenders ratably in accordance with their Revolving Commitments after giving effect to such increased Revolving Commitments.

(D) Equal and Ratable Benefit. The Revolving Commitment established pursuant to this paragraph shall constitute Revolving Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guaranty.

(ii) Institution of Add-On Term Loan. The Borrower may from time to time, upon prior written notice to the Administrative Agent, institute one or more additional term loans (each an “Add-On Term Loan”). Each such notice shall specify the date (the “Add-On Term Loan Effective Date”) on which the Borrower proposes that the Add-On Term Loan shall be advanced, which shall be a date not less than five (5) Business Days (or such shorter period as the Administrative Agent may agree in writing) after the date on which such notice is delivered to the Administrative Agent; provided that any existing Lender approached to provide all or a portion of the Add-On Term Loan may elect or decline, in its sole discretion, to provide such Add-On Term Loan, and the Borrower shall

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not be obligated to offer all or any portion of such Add-On Term Loan to any existing Lender.

(A) Conditions. The institution of the Add-On Term Loan shall be subject to the following conditions:

(I) each of the conditions set forth in Section 5.02 shall be satisfied or waived in accordance with the terms hereof;

(II) no Default or Event of Default shall have occurred and be continuing or would result from the Add-On Term Loan made on the Add-On Term Loan Effective Date, if any;

(III) the Borrower shall deliver or cause to be delivered any legal opinions or other documents reasonably requested by the Administrative Agent in connection with any such transaction;

(IV) any Person providing any portion of the Add-On Term Loan that is not an existing Lender must be an Eligible Assignee;

(V) any institution of the Add-On Term Loan shall be in a minimum principal amount of \$50,000,000 and integral multiples of \$10,000,000;

(VI) other than with respect to any Add-On Term Loan the proceeds of which shall be used for an Investment or Acquisition permitted under this Agreement, a Responsible Officer of the Borrower shall deliver to the Administrative Agent a Compliance Certificate demonstrating that, on a Pro Forma Basis, the Borrower would be in compliance with the Financial Covenants as at the date of the last ended Test Period for which financial statements have been delivered to the Administrative Agent pursuant to Section 7.01(a) or (b), as if such advance of the Add-On Term Loan occurred as of the first day of the relevant Test Period; and

(VII) the Applicable Rate, fees and scheduled principal amortization payments under each Add-On Term Loan shall be as set forth in the Add-On Term Loan Lender Joinder Agreement.

(B) Terms of the Add-On Term Loan. As contemplated above, some of the terms and provisions of Add-On Term Loan shall be effected by the applicable Add-On Term Loan Lender Joinder Agreement executed by the Borrower, the Administrative Agent and each Lender making an Add-On Term Loan, in form and substance reasonably satisfactory to each of them. Any such Add-On Term Loan Lender Joinder Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as are mutually agreed by the Borrower and the Administrative Agent to effect the provisions of this Section 2.01(d)(ii). In addition, unless otherwise specifically provided herein, all references in Loan Documents to Loans shall be deemed, unless the context otherwise requires, to include references to the Add-On Term Loans.

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(C) Equal and Ratable Benefit. The Add-On Term Loans made pursuant to this paragraph shall be entitled to all the benefits afforded by this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guaranty.

Notwithstanding anything to the contrary in the foregoing or in Section 5.02(a), if the proceeds of any Add-On Term Loan are being used to finance a Permitted Acquisition made pursuant to an acquisition agreement, binding on the Borrower or its Subsidiary, entered into in advance of the consummation thereof (an “Acquisition Agreement”), and the Borrower has obtained on or prior to the closing thereof binding commitments of Lenders to fund such Add-On Term Loan (“Acquisition Financing Commitments”), then the conditions to the funding and incurrence of any such Add-On Term Loan shall be limited as follows:

(A) the condition set forth in Section 5.02(a) shall apply only with respect to Specified Representations, (B) the representations and warranties in the Acquisition Agreement made by or with respect to the target that are material to the interests of the Lenders providing such Add-On Term Loan shall be true and correct in all material respects, but only to the extent that the Borrower or applicable Subsidiary has the right to terminate its obligations under the Acquisition Agreement or not consummate such Permitted Acquisition as a result of a breach of such representations and warranties in such Acquisition Agreement, and (C) the reference to “no Default” in Section 5.02(b) shall mean (1) the absence of a Default at the date the applicable Acquisition Agreement is executed and delivered and (2) the absence of a Specified Event of Default at the date the applicable Permitted Acquisition is consummated. For purposes of clarity, increases in the Aggregate Revolving Commitments shall not be subject at any time to the Incremental Funds Certain Provisions. Nothing in the foregoing constitutes a waiver of any Default or Event of Default under this Agreement or of any rights or remedies of Lenders and the Administrative Agent under any provision of the Loan Documents. The provisions of this paragraph are collectively referred to in this Agreement as the “Incremental Funds Certain Provision”.

For purposes of determining compliance on a Pro Forma Basis with the Financial Covenants or other ratio requirement under this Agreement, or whether a Default or Event of Default has occurred and is continuing, in each case in connection with the consummation of an Acquisition using proceeds from an Add-On Term Loan that qualifies to be subject to the Incremental Funds Certain Provision, the date of determination shall, at the option of the Borrower, be the date of execution of such Acquisition Agreement, and such determination shall be made on a Pro Forma Basis, and, for the avoidance of doubt, if such Financial Covenants or other ratio requirement is subsequently breached as a result of fluctuations in the ratio that is subject of such financial covenants or other ratio requirement (including due to fluctuations in Consolidated EBITDA of the Borrower or the EBITDA of the target), at or prior to the consummation of such Acquisition (and the other transactions to be entered into in connection therewith), such financial covenants or other ratio requirement will not be deemed to have been breached as a result of such fluctuations solely for the purpose of determining whether such Acquisition (and the other transactions to be entered into in connection therewith) constitutes a Permitted Acquisition; provided, that (x) if the Borrower elects to have such determination occur at the time of entry into the applicable Acquisition Agreement (and not at the time of consummation of the Acquisition), the Add-On Term Loan to be incurred shall be deemed incurred at the time of such election (unless the applicable Acquisition Agreement is terminated without actually consummating the applicable Permitted Acquisition (in which case such Acquisition and

related Add-On Term Loan will not be treated as having occurred)) and outstanding thereafter for purposes of calculating compliance, on a Pro Forma Basis, with any applicable ratio requirement in this Agreement (even if unrelated to determining whether such Acquisition is a Permitted Acquisition) (but not, for purposes of clarity, in calculating compliance with the Financial Covenants) and (y) EBITDA of the target shall be disregarded for all purposes under this Agreement other than determining whether such Acquisition is a Permitted Acquisition until the consummation of such Permitted Acquisition.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Loan Notice. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of, Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a Loan Notice. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$2,000,000 or a whole multiple of \$1,000,000 in excess thereof. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Loan Notice and each telephonic notice shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of a Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans as described in the preceding paragraph. In the case of a Borrowing, each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent’s Office not later than 2:00 p.m. on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 5.02 (and, if such Borrowing is the initial Credit Extension, Section 5.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and acceptable to) the Administrative Agent by the

Borrower; provided, however, that if, on the date of a Borrowing of Revolving Loans, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings and second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of the Interest Period for such Eurodollar Rate Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Requisite Lenders, and the Requisite Lenders may demand that any or all of the then outstanding Eurodollar Rate Loans be converted immediately to Base Rate Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to all Loans.

(f) Notwithstanding anything to the contrary in this Agreement or the Existing Credit Agreement, any Lender may exchange, continue, extend or roll over all or the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement or the Existing Credit Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Effectiveness Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars for the account of the Borrower or any of its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with clause (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower or its Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, (y) the Revolving Credit Exposure of any Revolving Lender shall not exceed such Lender's Revolving Commitment and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to

replace Letters of Credit that have expired or that have been drawn upon and reimbursed. Furthermore, each Revolving Lender acknowledges and confirms that it has a participation interest in the liability of each applicable L/C Issuer under the Existing Letters of Credit in a percentage equal to its Applicable Percentage of the Revolving Loans. The Borrower's reimbursement obligations in respect of the Existing Letters of Credit, and each Revolving Lender's obligations in connection therewith, shall be governed by the terms of this Agreement.

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

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Requisite Revolving Lenders have approved such expiry date; or

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Lenders have approved such expiry date.

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

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or

such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Effectiveness Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Effectiveness Date and which such L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such L/C Issuer, such Letter of Credit is in an initial stated amount less than \$500,000;

(D) such Letter of Credit is to be denominated in a currency other than Dollars; or

(E) any Revolving Lender is at that time a Defaulting Lender, unless such L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to such L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate such L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.15(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be

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issued or that Letter of Credit and all other L/C Obligations as to which such L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iv) No L/C Issuer shall amend any Letter of Credit if such L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

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

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

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the applicable L/C Issuer, by personal delivery or by any other means acceptable to the applicable L/C Issuer. Such Letter of Credit Application must be received by the applicable L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least five (5) Business Days (or such later date and time as the Administrative Agent and the applicable L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as such L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to such L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as such L/C Issuer may reasonably require. Additionally, the Borrower shall furnish to each

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L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as any L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the applicable L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the applicable L/C Issuer has received written notice from any Revolving Lender, the Administrative Agent or any Loan

Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article V shall not be satisfied, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or the applicable Subsidiary or enter into the applicable amendment, as the case may be, in each case in accordance with such L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the applicable L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable L/C Issuer, the Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that the applicable L/C Issuer shall not permit any such extension if (A) such L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Requisite Revolving Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 5.02 is not then satisfied, and in each case directing such L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. In addition, no later than five (5) Business Days prior to the end of each calendar month, each L/C Issuer shall

provide an activity report to the Administrative Agent listing the activity with respect to the Letters of Credit issued by such L/C Issuer and including the balance of Letters of Credit outstanding as of the date of such report.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of drawing under such Letter of Credit, the applicable L/C Issuer shall examine all documents purporting to represent a demand for payment under such Letter of Credit within the period stipulated by the terms and conditions of such Letter of Credit. After such examination, the applicable L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by the applicable L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), or if the Borrower receives notice of such drawing after 11:00 a.m. on the Honor Date, not later than 10:00 a.m. on the first Business Day following the Honor Date (each such date a "Reimbursement Date"), the Borrower shall reimburse such L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the applicable L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Lender of the Reimbursement Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the conditions set forth in Section 5.02 (other than the delivery of a Loan Notice) and provided that, after giving effect to such Borrowing, the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments. The Borrower shall pay the applicable L/C Issuer interest on any Unreimbursed Amount from the date of any payment by such L/C Issuer under a Letter of Credit, to the Reimbursement Date at the rate of interest then applicable to Base Rate Loans. Any notice given by any L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) to the Administrative Agent for the account of the applicable L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans because the conditions set forth in Section 5.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so

refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each

Revolving Lender's payment to the Administrative Agent for the account of the applicable L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of such L/C Issuer.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse the applicable L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against such L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 5.02 (other than delivery by the Borrower of a Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the applicable L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), then, without limiting the other provisions of this Agreement, such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by such L/C Issuer in accordance with banking industry rules on interbank compensation. A certificate of the applicable L/C Issuer submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the applicable L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of any L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the applicable L/C Issuer in its discretion), each Revolving Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the applicable L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), such L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged,

fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by such L/C Issuer of any requirement that exists for such L/C Issuer's protection and not the protection of the Borrower or any waiver by such L/C Issuer which does not in fact materially prejudice the Borrower;

(v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(vi) any payment made by such L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the ISP or the UCP, as applicable;

(vii) any payment by such L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by such L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

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(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will promptly notify the applicable L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against such L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Revolving Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the applicable L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by such Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Requisite Revolving Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuers, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (viii) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against any L/C Issuer, and such L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such L/C Issuer's willful misconduct or gross negligence or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit unless such L/C Issuer is prevented or prohibited from so paying as a result of any order or directive of any court or other Governmental Authority. In furtherance and not in limitation of the foregoing, any L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and such L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. Each L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the applicable L/C Issuer and the Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each standby Letter of Credit. Notwithstanding the foregoing, no L/C Issuer shall

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be responsible to the Borrower for, and no L/C Issuer's rights and remedies against the Borrower shall be impaired by, any action or inaction of the applicable L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where the applicable L/C Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(h) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Revolving Lender in accordance, subject to Section 2.15, with its Applicable Percentage a Letter of Credit fee (the “Letter of Credit Fee”) for each standby Letter of Credit equal to the Applicable Rate times the daily maximum amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, if (a) (i) any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods) or (ii) an Event of Default under Section 9.01(i) shall be continuing, or (b) if any amount (other than principal of any Loan) is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise (and with respect to this clause (b) only, Requisite Revolving Lenders have so requested), in each case all Letter of Credit Fees shall accrue at the Default Rate.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers. The Borrower shall pay directly to the applicable L/C Issuer for its own account a fronting fee with respect to each standby Letter of Credit, at the rate per annum specified in (A) (1) the Bank of America Fee Letter, with respect to Bank of America, in its capacity as an L/C Issuer, (2) the Mizuho Fee Letter, with respect to Mizuho Bank, Ltd., in its capacity as an L/C Issuer and (3) the Citibank Fee Letter, with respect to Citibank, in its capacity as an L/C Issuer, and (B) as specified in written agreements between the Borrower and the applicable L/C Issuer, with respect to any L/C Issuer other than Bank of America, in its capacity as L/C Issuer, computed on the actual daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit) and on a quarterly basis in arrears. Such fronting fee shall be due and payable on the tenth Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrower shall pay directly to the applicable L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

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(j) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Borrower shall be obligated to reimburse the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrower, and that the Borrower’s business derives substantial benefits from the businesses of such Subsidiaries.

(l) Replacement of the L/C Issuer. Any L/C Issuer may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced L/C Issuer and the successor L/C Issuer. The Administrative Agent shall notify the Lenders of any such replacement of an L/C Issuer. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced L/C Issuer pursuant to clauses (h) and (i) above. From and after the effective date of any such replacement, (i) any successor L/C Issuer shall have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term “L/C Issuer” shall be deemed to refer to such successor or to any previous L/C Issuers, or to such successor and all previous L/C Issuers, as the context shall require. After the replacement of an L/C Issuer hereunder, the replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

2.04 Swing Line Loans.

(a) Swing Line Facility. Subject to the terms and conditions set forth herein, each Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, shall make loans (each such loan, a “Swing Line Loan”) to the Borrower in Dollars from time to time on any Business Day during the Revolving Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit; provided, however, that (x) after giving effect to any Swing Line Loan, (i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, and (ii) the Revolving Credit Exposure of any Revolving Lender shall not exceed such Lender’s Revolving Commitment, (y) the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan, and (z) no Swing Line Lender shall be under any obligation to make any Swing Line Loan if it shall determine (which determination shall be conclusive and binding absent manifest error) that it has, or by such Credit Extension may have, Fronting Exposure. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from each Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to

the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower's irrevocable notice to the applicable Swing Line Lender and the Administrative Agent, which may be given by (A) telephone or (B) a Swing Line Loan Notice.

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Each such notice must be received by the applicable Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum principal amount of \$500,000 and integral multiples of \$100,000 in excess thereof, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the applicable Swing Line Lender and the Administrative Agent of a Swing Line Loan Notice. Promptly after receipt by the applicable Swing Line Lender of any Swing Line Loan Notice, such Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, such Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the applicable Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing such Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article V is not then satisfied, then, subject to the terms and conditions hereof, such Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrower.

(c) Refinancing of Swing Line Loans.

(i) Each Swing Line Lender at any time in its sole discretion may request, on behalf of the Borrower (which hereby irrevocably requests and authorizes each Swing Line Lender to so request on its behalf), that each Revolving Lender make a Base Rate Loan in an amount equal to such Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the conditions set forth in Section 5.02 (other than the delivery of a Loan Notice) and provided that, after giving effect to such Borrowing, the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments. The applicable Swing Line Lender shall furnish the Borrower with a copy of the applicable Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Loan Notice available to the Administrative Agent in immediately available funds (and the Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of the applicable Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable Swing Line Lender. In addition, no later than five (5) Business Days prior to the end of each calendar month, each Swing Line Lender shall provide a monthly activity report to the Administrative Agent listing the activity with respect to the Swing Line Loans made by such Swing Line Lender and including the balance of Swing Line Loans outstanding as of the date of such report.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing of Revolving Loans in accordance with Section 2.04(c)(i), the request for Base Rate Loans submitted by the applicable Swing Line Lender as set forth herein shall

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be deemed to be a request by such Swing Line Lender that each of the Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Administrative Agent for the account of such Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the applicable Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), such Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by such Swing Line Lender in accordance with banking industry rules on interbank compensation. A certificate of any Swing Line Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right that such Lender may have against any Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in

Section 5.02. No such purchase or funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if any Swing Line Lender receives any payment on account of such Swing Line Loan, such Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by such Swing Line Lender.

(ii) If any payment received by any Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by such Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by such Swing Line Lender in its discretion), each Revolving Lender shall pay to such Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of any Swing Line Lender. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

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(e) Interest for Account of Swing Line Lender. Each Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Revolving Lender funds its Revolving Loans that are Base Rate Loans or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the applicable Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the applicable Swing Line Lender.

2.05 Prepayments.

(a) Voluntary Prepayments.

(i) Revolving Loans, Term A Loan, Delayed Draw Term Loans and Add-On Term Loans. The Borrower may, upon delivery of a Notice of Prepayment and/or Reduction/Termination of Commitments to the Administrative Agent, at any time or from time to time voluntarily prepay Revolving Loans, the Term A Loan, Delayed Draw Term Loans and/or any Add-On Term Loan (in whole or in part without premium or penalty, subject to Section 3.05); provided that (A) such notice must be received by the Administrative Agent not later than 11:00 a.m. (1) three (3) Business Days prior to any date of prepayment of Eurodollar Rate Loans and (2) on the date of prepayment of Base Rate Loans; (B) any such prepayment of Eurodollar Rate Loans shall be in a principal amount of \$2,000,000 or a whole multiple of \$1,000,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding); and (C) any prepayment of Base Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof (or, 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 and whether the Loans to be prepaid are the Revolving Loans, the Term A Loan, any Delayed Draw Term Loan and/or any Add-On Term Loan. Subject to payment of breakage costs (if any) in accordance with Section 3.05, any such notice delivered by the Borrower may be conditioned upon the effectiveness of other transactions, in which case such notice may be revoked or its effectiveness deferred by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. The Administrative Agent will promptly notify each 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, subject to any condition specified in such notice. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.15, each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages. Each such prepayment of the Term A Loan, any Delayed Draw Term Loan or any Add-On Term Loan shall be applied to the Term A Loan, any Delayed Draw Term Loan or any Add-On Term Loan as directed by the Borrower.

(ii) Swing Line Loans. The Borrower may, upon notice to the applicable Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or

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penalty; provided that (i) such notice must be received by such Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof (or, if less, the entire principal thereof then outstanding). Each such notice shall specify the date and amount 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.

(b) Mandatory Prepayments of Loans.

(i) Revolving Commitments. If for any reason the Total Revolving Outstandings at any time exceed the Aggregate Revolving Commitments then in effect, the Borrower shall promptly prepay Revolving Loans and/or the Swing Line Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(b)(i) unless after the prepayment in full of the Revolving Loans and the Swing Line Loans the Total Revolving Outstandings exceed the Aggregate Revolving Commitments then in effect.

(ii) Application of Mandatory Prepayments. All amounts required to be paid pursuant to Section 2.05(b)(i) shall be applied ratably to Revolving Loans and Swing Line Loans and (after all Revolving Loans and Swing Line Loans have been repaid) to Cash Collateralize L/C Obligations.

Prepayments shall be applied first to Base Rate Loans and then to Eurodollar Rate Loans in direct order of Interest Period maturities. All prepayments of Eurodollar Rate Loans under this Section 2.05(b) shall be subject to Section 3.05, but otherwise without premium or penalty, and shall be accompanied by interest on the principal amount prepaid to the date of prepayment.

2.06 Termination or Reduction of Aggregate Revolving Commitments and Aggregate Delayed Draw Term Loan Commitments.

(a) Optional Reductions. The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Revolving Commitments or the Aggregate Delayed Draw Term Loan Commitments, or from time to time permanently reduce (x) the Aggregate Revolving Commitments to an amount not less than the Outstanding Amount of Revolving Loans, Swing Line Loans and L/C Obligations or (y) the Aggregate Delayed Draw Term Loan Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 12:00 noon three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$2,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Borrower shall not terminate or reduce (A) the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Outstandings would exceed the Aggregate Revolving Commitments, (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, or (C) the Swing Line Sublimit if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Amount of Swing Line Loans would exceed the Swing Line Sublimit. Any such notice may state that it is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked or its effectiveness

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deferred by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(b) Mandatory Reductions. If after giving effect to any reduction or termination of Revolving Commitments under this Section 2.06, the Letter of Credit Sublimit or the Swing Line Sublimit exceed the Aggregate Revolving Commitments at such time, the Letter of Credit Sublimit or the Swing Line Sublimit, as the case may be, shall be automatically reduced by the amount of such excess. The unfunded Delayed Draw Term Loan Commitments shall automatically terminate at the expiration of the Delayed Draw Term Loan Availability Period.

(c) Notice. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit, Swing Line Sublimit, the Aggregate Revolving Commitments or the Aggregate Delayed Draw Term Loan Commitments under this Section 2.06. Upon any reduction of the Aggregate Revolving Commitments, the Revolving Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees in respect of the Aggregate Revolving Commitments accrued until the effective date of any termination of the Aggregate Revolving Commitments shall be paid on the effective date of such termination. Upon any reduction of the Aggregate Delayed Draw Term Loan Commitments, the Delayed Draw Term Loan Commitment of each Delayed Draw Term Loan Lender shall be reduced by such Delayed Draw Term Loan Lender's Applicable Percentage of such reduction amount. All fees in respect of the Aggregate Delayed Draw Term Loan Commitments accrued until the effective date of any termination of the Aggregate Delayed Draw Term Loan Commitments shall be paid on the effective date of such termination.

2.07 Repayment of Loans.

(a) Revolving Loans. The Borrower shall repay to the Revolving Lenders on the Revolving Loan Maturity Date the aggregate principal amount of all Revolving Loans outstanding on such date.

(b) Swing Line Loans. The Borrower shall repay each Swing Line Loan on the earlier to occur of (i) the date within one (1) Business Day of demand therefor by the applicable Swing Line Lender and (ii) the Revolving Loan Maturity Date.

(c) Term A Loan. The Borrower shall repay the outstanding principal amount of the Term A Loan on the last Business Day of each Fiscal Quarter, commencing with the Fiscal Quarter ending March 31, 2019 in the amount of \$2,578,125.00, with the then Outstanding Amount of the Term A Loan due on the Term Loan Maturity Date (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.05), unless accelerated sooner pursuant to Section 9.02, Section 9.03 or Section 9.04.

(d) Delayed Draw Term Loan. The Borrower shall repay the outstanding principal amount of the Delayed Draw Term Loan on the last Business Day of each Fiscal Quarter, commencing with the Fiscal Quarter ending March 31, 2019, in each case in an amount equal to one and one-quarter percent (1.25%) of the outstanding principal amount of the Delayed Draw Term Loan as of March 31, 2019 (subject to adjustment for Delayed Draw Term Loan Borrowings during the First Extension Period and the Second Extension Period, as described below); provided that (x) the Borrower shall repay any advances under the Delayed Draw Term Loan made during the First Extension Period commencing with the first full Fiscal Quarter ending after the First Extended DDTL Availability Expiration Date in each case in an amount equal to one and one-quarter percent (1.25%) of the outstanding principal amount of each such

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Delayed Draw Term Loan as of the First Extended DDTL Availability Expiration Date and (y) the Borrower shall repay any advances under the Delayed Draw Term Loan made during the Second Extension Period commencing with the first full Fiscal Quarter ending after the Second Extended DDTL Availability Expiration Date in each case in an amount equal to one and one-quarter percent (1.25%) of the outstanding principal amount of each such Delayed Draw Term Loan as of the Second Extended DDTL Availability Expiration Date (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.05), with the then Outstanding Amount of the Delayed Draw Term Loan due on the Term Loan Maturity Date (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.05), unless accelerated sooner pursuant to Section 9.02, Section 9.03 or Section 9.04.

(e) Add-On Term Loan. The Borrower shall repay the outstanding principal amount of each Add-On Term Loan in the installments on the dates and in the amounts set forth in the applicable Add-On Term Loan Lender Joinder Agreement (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.05), unless accelerated sooner pursuant to Section 9.02, Section 9.03 or Section 9.04.

2.08 Interest.

(a) Subject to the provisions of clause (b) below, (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the sum of the Eurodollar Rate for such Interest Period plus the Applicable Rate for Eurodollar Rate Loans, (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 Base Rate Loans, and (iii) each Swing Line 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 Base Rate Loans. To the extent that any calculation of interest or any fee required to be paid under this Agreement shall be based on (or result in) an amount that is less than zero, such amount shall be deemed zero for purposes of this Agreement.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then such overdue amount of principal shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Requisite Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) If an Event of Default under Section 9.01(i) shall be continuing, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

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(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees.

In addition to certain fees described in clauses (h) and (i) of Section 2.03:

(a) Revolving Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Revolving Lender in accordance with its Applicable Percentage, a commitment fee (the "Revolving Commitment Fee") at a rate per annum equal to the product of (i) the Applicable Rate times (ii) the actual daily amount by which the Aggregate Revolving Commitments exceed the sum of (y) the Outstanding Amount of Revolving Loans and (z) the Outstanding Amount of L/C Obligations, subject to adjustment as provided in Section 2.15. For the avoidance of doubt, the Outstanding Amount of Swing Line Loans shall not be counted towards or considered usage of the Aggregate Revolving Commitments for purposes of determining the Revolving Commitment Fee. The Revolving Commitment Fee shall accrue at all times during the Revolving Availability Period, including at any time during which one or more of the

conditions in Article V is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Effectiveness Date, and on the Revolving Loan Maturity Date; provided that (A) no Revolving Commitment Fee shall accrue on the Revolving Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender and (B) any Revolving Commitment Fee accrued with respect to the Revolving Commitment of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender. The Revolving Commitment Fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) DDTL Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Delayed Draw Term Loan Lender in accordance with its Applicable Percentage, a commitment fee (the “DDTL Commitment Fee”) at a rate per annum equal to the product of (i) the Applicable Rate times (ii) the actual daily amount by which the Aggregate Delayed Draw Term Loan Commitments exceed the Outstanding Amount of Delayed Draw Term Loans, subject to adjustment as provided in Section 2.15. The DDTL Commitment Fee shall accrue at all times during the Delayed Draw Term Loan Availability Period, including at any time during which one or more of the conditions in Article V is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Effectiveness Date, and on the expiration or early termination pursuant to Section 2.06(a) of the Delayed Draw Term Loan Availability Period; provided that (A) no DDTL Commitment Fee shall accrue on the unfunded Delayed Draw Term Loan Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender and (B) any DDTL Commitment Fee accrued with respect to the unfunded Delayed Draw Term Loan Commitment of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender. The DDTL Commitment Fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any

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quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(c) Fee Letter. The Borrower shall pay all fees required to be paid under the Fee Letters in accordance with the terms thereof, respectively. Such fees shall be fully earned when paid and shall be non-refundable for any reason whatsoever.

2.10 Computation of Interest and Fees.

All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Eurodollar Rate) shall be made on the basis of a year of three-hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one 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.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a promissory note, which shall evidence such Lender’s Loans in addition to such accounts or records. Each such promissory note shall (i) in the case of Revolving Loans, be in the form of Exhibit 2.11(a) (a “Revolving Note”), (ii) in the case of Swing Line Loans, be in the form of Exhibit 2.11(b) (a “Swing Line Note”), (iii) in the case of the Term A Loan, be in the form of Exhibit 2.11(c) (a “Term A Note”), (iv) in the case of the Delayed Draw Term Loans, be in the form of Exhibit 2.11(d) (a “Delayed Draw Term Loan Note”) and (v) in the case of each Add-On Term Loan, be in the form of Exhibit 2.11(e) (an “Add-On Term Note”). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in clause (a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

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2.12 Payments Generally; Administrative Agent’s Clawback.

(a) General. All payments to be made by the Borrower shall be made free and clear of and 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 Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. 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 Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. Subject to the definition of "Interest Period", if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of any Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or each applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or each applicable L/C Issuer, as the case may be, severally agrees to repay to the

Administrative Agent forthwith on demand the amount so distributed to such Lender or such L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this clause (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article V are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders.

If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it (excluding any amounts applied by any

Swing Line Lender to outstanding Swing Line Loans) resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

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(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in Section 2.14 or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Cash Collateral.

(a) Certain Credit Support Events. If (i) any L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (ii) as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, (iii) the Borrower shall be required to provide Cash Collateral pursuant to any provision of Article IX, or (iv) there shall exist a Defaulting Lender, the Borrower shall within two (2) Business Days (in the case of clause (iii) above) or within one (1) Business Day (in all other cases) following any written request by the Administrative Agent or the applicable L/C Issuer, provide Cash Collateral in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to clause (iv) above, after giving effect to Section 2.15(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of each applicable L/C Issuer and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.14(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or the applicable L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon written demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in one or more Controlled Accounts or in blocked, non-interest bearing deposit accounts at Bank of America. The Borrower shall pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.14 or Sections 2.03, 2.04, 2.05, 2.15 or 9.02 in respect of Letters of Credit shall be held and applied in satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations

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for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender) (or, as appropriate, its assignee following compliance with Section 11.06(b)(vi)) or (ii) the determination by the Administrative Agent and the applicable L/C Issuer that there exists excess Cash Collateral; provided, however, (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) the Person providing Cash Collateral and the applicable L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.15 Defaulting Lenders.

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

(i) Waivers and Amendment. 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 definition of "Requisite Lenders" and Section 11.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amount received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 11.08, 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, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the L/C Issuers or Swing Line Lenders hereunder; third, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.14; fourth, 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; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize each L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.14; sixth, to the payment of any amounts owing to the Lenders, the L/C Issuers or Swing Line Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender, any L/C Issuer or any Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, 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 that Defaulting

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Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, 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 or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 5.02 were satisfied or waived, such payment shall be applied solely to the payment of the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Commitments hereunder without giving effect to Section 2.15(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.15(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee payable under Section 2.09(a) or (b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.14.

(C) With respect to any fee payable under Section 2.09(a) or (b) or any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swing Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each L/C Issuer and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's or such Swing Line Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) no Default has occurred and is continuing and (y) such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release

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of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Line Loans. If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under applicable Law, (x) first, prepay Swing Line Loans in any amount equal to the Swing Line Lenders' Fronting Exposure and (y) second, Cash Collateralize each L/C Issuer's Fronting Exposure in accordance with the procedures set forth in Section 2.14.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, each Swing Line Lender and each L/C Issuer 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 (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.15(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; 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 having been a Defaulting Lender.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the Administrative Agent or any Loan Party, as applicable) require the deduction or withholding of any Tax from any such payment by the Administrative Agent or a Loan Party, then the Administrative Agent or such Loan Party shall be entitled to make such deduction or withholding, upon the basis of the information and documentation to be delivered pursuant to clause (e) below.

(ii) If any Loan Party or the Administrative Agent shall be required by the Internal Revenue Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding Taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has

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received pursuant to clause (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Internal Revenue Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Loan Party or the Administrative Agent shall be required by any applicable Laws other than the Internal Revenue Code to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to clause (e) below, (B) such Loan Party or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of clause (a) above, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Tax Indemnifications. (i) Each of the Loan Parties shall, and does hereby, jointly and severally indemnify each Recipient, and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified

Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or an L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an L/C Issuer, shall be conclusive absent manifest error. Each of the Loan Parties shall, and does hereby, jointly and severally indemnify the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, for any amount which a Lender or an L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to Section 3.01(c) (ii) below.

(ii) Each Lender and each L/C Issuer shall, and does hereby, severally indemnify, and shall make payment in respect thereof within ten (10) days after demand therefor, (x) the Administrative Agent against any Indemnified Taxes attributable to such Lender or such L/C Issuer (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), (y) the Administrative Agent and the Loan

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Parties, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 11.06 (d) relating to the maintenance of a Participant Register and (z) the Administrative Agent and the Loan Parties, as applicable, against any Excluded Taxes attributable to such Lender or such L/C Issuer, in each case, that are payable or paid by the Administrative Agent or a Loan Party 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 and each L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or such L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii).

(d) Evidence of Payments. Upon request by any Loan Party or the Administrative Agent, as the case may be, after any payment of Taxes by any Loan Party or by the Administrative Agent to a Governmental Authority as provided in this Section 3.01, each Loan Party shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(e) Status of Lenders: Tax Documentation. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

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(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(II) executed copies of Internal Revenue Service Form W-8ECI,

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 3.01-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Internal Revenue Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 3.01-2 or Exhibit 3.01-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 3.01-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding

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Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) 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 Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 3.01 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or an L/C Issuer, or have any obligation to pay to any Lender or any L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or such L/C Issuer, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Loan Party, upon the request of the Recipient, agrees to repay the amount paid over to the Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause, in no event will the applicable Recipient be required to pay any amount to the Loan Party pursuant to this clause the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This clause shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Survival. Each party’s obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the

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replacement of, a Lender or an L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

3.02 Illegality.

If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurodollar Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

If in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof, (a) the Administrative Agent determines that (i) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, or (ii) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan (in each case with respect to clause (a) above, "Impacted Loans"), or (b) the Administrative Agent or the Requisite Lenders determine that for any reason the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Eurodollar Rate Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, (to the extent of the affected Eurodollar Rate Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent upon the instruction of the Requisite Lenders revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans (to the extent of the affected Eurodollar Rate Loans or Interest

Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

Notwithstanding the foregoing, if the Administrative Agent has made the determination described in clause (a) of this section, the Administrative Agent, in consultation with the Borrower and the affected Lenders, may establish an alternative interest rate for the Impacted Loans, in which case, such alternative rate of interest shall apply with respect to the Impacted Loans until (1) the Administrative Agent revokes the notice delivered with respect to the Impacted Loans under clause (a) of the first sentence of this section, (2) the Administrative Agent or the Requisite Lenders notify the Administrative Agent and the Borrower that such alternative interest rate does not adequately and fairly reflect the cost to such Lenders of funding the Impacted Loans, or (3) any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to such alternative rate of interest or to determine or charge interest rates based upon such rate or any Governmental Authority has imposed material restrictions on the authority of such Lender to do any of the foregoing and provides the Administrative Agent and the Borrower written notice thereof.

3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Eurodollar Rate) or any L/C Issuer;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan the interest on which is determined by reference to the Eurodollar Rate (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or such L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or such L/C Issuer, the Borrower will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any L/C Issuer determines that any Change in Law affecting such Lender or such L/C Issuer or any Lending Office of such Lender or such Lender's or such L/C Issuer's holding company, if any, regarding capital or liquidity

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requirements has or would have the effect of reducing the rate of return on such Lender's or such L/C Issuer's capital or on the capital of such Lender's or such L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or an L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or such L/C Issuer or its holding company, as the case may be, as specified in clause (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or such L/C Issuer, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof. Notwithstanding anything contained in this Section 3.04 to the contrary, the Borrower shall only be obligated to pay any amounts due under this Section 3.04 if, and a Lender shall not exercise any right under this Section 3.04 unless, the Lender certifies that it is generally imposing a similar charge on, or otherwise similarly enforcing its agreements with, its other similarly situated borrowers.

(d) Delay in Requests. Failure or delay on the part of any Lender or any L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or such L/C Issuer's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than four months prior to the date that such Lender or such L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the four-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses.

Upon written 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 Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 11.13;

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including any loss or expense arising from the liquidation or reemployment of funds (but excluding loss of anticipated profits) obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Base Rate used in determining the Eurodollar Rate for such Loan by a

matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

Notwithstanding anything to the contrary in this Section 3.05, each of the Lenders that were lenders under the Existing Credit Agreement hereby waive the requirement that the Borrower reimburse such Lender for any break funding costs incurred or arising in connection with the amendment and restatement of the Existing Credit Agreement pursuant to this Agreement.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender, any L/C Issuer or any Governmental Authority for the account of any Lender or any L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then at the request of the Borrower such Lender or such L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or such L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or such L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or such L/C Issuer, as the case may be. The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender or any L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 or any Lender notifies the Borrower and Administrative Agent that it is unable to fund Eurodollar Rate Loans pursuant to Section 3.02 or Section 3.03, and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Borrower may replace such Lender in accordance with Section 11.13.

3.07 Successor LIBOR.

Notwithstanding anything to the contrary in this Agreement or any other Loan Documents (including Section 11.01 hereof), if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Requisite Lenders notify the Administrative Agent (with, in the case of the Requisite Lenders, a copy to Borrower) that the Borrower or Requisite Lenders (as applicable) have determined, that:

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(a) adequate and reasonable means do not exist for ascertaining LIBOR for any requested Interest Period because the LIBOR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(b) the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which LIBOR or the LIBOR Screen Rate shall no longer be made available, or used for determining the interest rate of loans (such specific date, the "Scheduled Unavailability Date"), or

(c) syndicated loans currently being executed, or that include language similar to that contained in this Section 3.07, are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR,

then, reasonably promptly after such determination by the Administrative Agent or receipt by the Administrative Agent of such notice, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace LIBOR (or the Eurodollar Rate or Eurodollar Base Rate) with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar Dollar denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a "LIBOR Successor Rate"), together with any proposed LIBOR Successor Rate Conforming Changes and any such amendment shall become effective at 5:00 p.m. (New York time) on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Requisite Lenders have delivered to the Administrative Agent written notice that such Requisite Lenders do not accept such amendment.

If no LIBOR Successor Rate has been determined and the circumstances under clause (a) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, (to the extent of the affected Eurodollar Rate Loans or Interest Periods) and (y) the Eurodollar Rate component shall no longer be utilized in determining the Base Rate. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans (to the extent of the affected Eurodollar Rate Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans (subject to the foregoing clause (y)) in the amount specified therein.

Notwithstanding anything else herein, any definition of LIBOR Successor Rate shall provide that in no event shall such LIBOR Successor Rate be less than zero for purposes of this Agreement.

3.08 Survival.

All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Revolving Commitments, repayment of all other Obligations hereunder and resignation of the Administrative Agent.

3.09 Withholding Taxes.

For purposes of determining withholding Taxes imposed under FATCA, from and after the Effectiveness Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby

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authorize the Administrative Agent to treat) the Loans under this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

ARTICLE IV

GUARANTY

4.01 The Guaranty.

The Parent Guarantor hereby guarantees to each Lender, each Swap Bank, each Treasury Management Bank, and the Administrative Agent as hereinafter provided, as primary obligor and not as surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory Cash Collateralization or otherwise) strictly in accordance with the terms thereof. The Parent Guarantor hereby further agrees that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory Cash Collateralization or otherwise), the Parent Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration, as a mandatory Cash Collateralization or otherwise) in accordance with the terms of such extension or renewal. The Borrower hereby guarantees any Additional Guaranteed Obligations (determined before giving effect to Sections 4.01 and 4.07) under the Guaranty.

Notwithstanding any provision to the contrary contained herein or in any other of the Loan Documents, Swap Contracts or Treasury Management Agreements, the obligations of the Parent Guarantor and the Borrower under this Agreement and the other Loan Documents shall be limited to an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under the Debtor Relief Laws or any comparable provisions of any applicable state law.

4.02 Obligations Unconditional.

The obligations of the Parent Guarantor under Section 4.01 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Loan Documents, Swap Contracts or Treasury Management Agreements, or any other agreement or instrument referred to therein, or any substitution, release, impairment or exchange of any other guarantee of any of the Obligations, and, to the fullest extent permitted by applicable law, irrespective of any law or regulation or other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than payment in full of the Obligations), it being the intent of this Section 4.02 that the obligations of the Parent Guarantor hereunder shall be absolute and unconditional under any and all circumstances. The Parent Guarantor agrees that the Parent Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution against the Borrower for amounts paid under this Article IV until such time as the Obligations have been paid in full (other than contingent indemnification obligations that are not then due and payable) and the Commitments have expired or terminated. Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by law, the occurrence of any one or more of the following shall not alter or impair the liability of the Parent Guarantor hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to the Parent Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;

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(b) any of the acts mentioned in any of the provisions of any of the Loan Documents, any Swap Contract between any Loan Party and any Swap Bank, or any Treasury Management Agreement between any Loan Party and any Treasury Management Bank, or any other agreement or instrument referred to in the Loan Documents, such Swap Contracts or such Treasury Management Agreements shall be done or omitted;

(c) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Loan Documents, any Swap Contract between any Loan Party and any Swap Bank or any Treasury Management Agreement between any Loan Party and any Treasury Management Bank, or any other agreement or instrument referred to in the Loan Documents, such Swap Contracts or such Treasury Management Agreements shall be waived or any other guarantee of any of the Obligations shall be released, impaired or exchanged in whole or in part or otherwise dealt with; or

(d) any of the Obligations shall be determined to be void or voidable (including, without limitation, for the benefit of any creditor of the Parent Guarantor) or shall be subordinated to the claims of any Person (including, without limitation, any creditor of the Parent Guarantor).

With respect to its obligations hereunder, the Parent Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against any Person under any of the Loan Documents, any Swap Contract between any Loan Party and any Swap Bank or any Treasury Management Agreement between any Loan Party and any Treasury Management Bank, or any other agreement or instrument referred to in the Loan Documents, such Swap Contracts or such Treasury Management Agreements, or against any other Person under any other guarantee of any of the Obligations.

4.03 Reinstatement.

The obligations of the Parent Guarantor under this Article IV shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Parent Guarantor agrees that it will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including, without limitation, the fees, charges and disbursements of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

4.04 Remedies.

The Parent Guarantor agrees that, to the fullest extent permitted by law, as between the Parent Guarantor, on the one hand, and the Administrative Agent and the Lenders, on the other hand, the Obligations may be declared to be forthwith due and payable as provided in Section 9.02, Section 9.03 and Section 9.04 (and shall be deemed to have become automatically due and payable in the circumstances provided in said Section 9.02) for purposes of Section 4.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or the Obligations being deemed to have become automatically due and payable), the Obligations (whether

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or not due and payable by any other Person) shall forthwith become due and payable by the Parent Guarantor for purposes of Section 4.01.

4.05 Rights of Contribution.

The Parent Guarantor and the Borrower agree that, in connection with payments made hereunder, the Parent Guarantor and the Borrower shall have contribution rights against each other as permitted under applicable law. Such contribution rights shall be subordinate and subject in right of payment to the obligations of the Parent Guarantor and the Borrower under the Loan Documents and neither the Parent Guarantor nor the Borrower shall exercise such rights of contribution until all Obligations have been paid in full (other than contingent indemnification obligations that are not then due and payable) and the Commitments have terminated.

4.06 Guarantee of Payment; Continuing Guarantee.

The guarantee in this Article IV is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to all Obligations whenever arising.

4.07 Keepwell.

Each Loan Party that is a Qualified ECP Guarantor at the time the Guaranty in this Article IV by any Loan Party that is not then an “eligible contract participant” under the Commodity Exchange Act (a “Specified Loan Party”) becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under this Guaranty and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor’s obligations and undertakings under this Article IV voidable under applicable Debtor Relief Laws, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section 4.07 shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full (other than contingent indemnification obligations under the Loan Documents that are not then due or claimed). Each Loan Party intends this Section 4.07 to constitute, and this Section 4.07 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each Specified Loan Party for all purposes of the Commodity Exchange Act.

4.08 Appointment of Borrower.

The Parent Guarantor hereby appoints the Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Borrower may execute such documents and provide such authorizations on behalf of the Parent Guarantor as the Borrower deems appropriate in its sole discretion and the Parent Guarantor shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent, an L/C Issuer or a Lender to the Borrower shall be deemed delivered to the Parent Guarantor and (c) the Administrative Agent, L/C Issuers or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Borrower on behalf of the Parent Guarantor.

ARTICLE V

CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

5.01 Conditions of Initial Credit Extension.

This Agreement shall become effective upon and the obligation of each L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

- (a) Loan Documents. Receipt by the Administrative Agent of executed counterparts of this Agreement and the other Loan Documents to be entered into as of the Effectiveness Date, each properly executed by an authorized officer of the signing Loan Party and, in the case of this Agreement, by each Lender.
- (b) Opinions of Counsel. Receipt by the Administrative Agent of customary opinions of legal counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, dated as of the Effectiveness Date.
- (c) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect since December 31, 2017.
- (d) Litigation. There shall not exist any action, suit, investigation or proceeding pending or, to the knowledge of the Loan Parties, threatened in any court or before an arbitrator or Governmental Authority that would reasonably be expected to have a Material Adverse Effect.
- (e) Organizational Documents, Resolutions, Etc. Receipt by the Administrative Agent of the following, each of which shall be originals or facsimiles (followed promptly by originals):
 - (i) copies of the Organizational Documents of each Loan Party certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such Loan Party to be true and correct as of the Effectiveness Date;
 - (ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of authorized officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each authorized officer thereof authorized to act as an authorized officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party; and
 - (iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in its state of organization or formation.
- (f) Closing Certificate. Receipt by the Administrative Agent of a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 5.01(c) and (d) and Sections 5.02(a) and (b) have been satisfied as of the Effectiveness Date.
- (g) Existing Credit Agreement. Receipt by the Administrative Agent of evidence that (A) all obligations owed to lenders under the Existing Credit Agreement who are not Lenders hereunder, if any, shall have been paid in full, and (B) the obligations owed to lenders under the Existing Credit Agreement who are Lenders hereunder shall be paid to the extent necessary so

that the Obligations owed to such Lenders hereunder do not exceed their respective Commitments.

- (h) KYC Information.
 - (i) Upon the reasonable request of any Lender made at least ten (10) days prior to the Effectiveness Date, the Borrower shall have provided to such Lender the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the Act, in each case at least five (5) days prior to the Effectiveness Date.
 - (ii) At least five (5) days prior to the Effectiveness Date, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, it shall deliver a Beneficial Ownership Certification.
- (i) Fees. Receipt by the Administrative Agent, the Arrangers and the Lenders of any fees required to be paid on or before the Effectiveness Date.
- (j) Out-of-Pocket Expenses and Attorney Costs. Unless waived by the Administrative Agent, the Borrower shall have

paid all reasonable out-of-pocket expenses of the Arrangers and the Administrative Agent and all fees, charges and disbursements of counsel to the Administrative Agent (limited to one primary counsel for the Administrative Agent and, if deemed reasonably necessary by the Administrative Agent, of one special and/or local counsel to the Administrative Agent in each applicable jurisdiction or regulatory counsel retained by the Administrative Agent) to the extent invoiced at least three (3) Business Days prior to the Effectiveness Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

Without limiting the generality of the provisions of the last paragraph of Section 10.03, for purposes of determining compliance with the conditions specified in this Section 5.01, 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 Effectiveness Date specifying its objection thereto.

5.02 Conditions to all Credit Extensions.

Subject to Section 2.01(d)(ii) and the Incremental Funds Certain Provision, if applicable, the obligation of each Lender or each L/C Issuer, as applicable, to honor any Request for Credit Extension (excluding any conversion or continuation of Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and the Parent Guarantor contained in Article VI or any other Loan Document, or which are contained in any agreement, certificate or notice furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (except that any representation or warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that any representation or warranty that is qualified as to “materiality”

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or “Material Adverse Effect” shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 5.02, the representations and warranties contained in clauses (a) and (b) of Section 6.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 7.01.

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the applicable L/C Issuer and/or the applicable Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 5.02(a) and (b) have been satisfied (or waived in accordance with the terms hereof) on and as of the date of the applicable Credit Extension.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders and the Administrative Agent to enter into this Agreement and to extend credit hereunder and under the other Loan Documents on the Effectiveness Date, the Loan Parties, jointly and severally, make the representations and warranties set forth in this Article VI and upon the occurrence of each Credit Extension thereafter:

6.01 Organization, etc.

Each Loan Party (a) is a corporation or other form of legal entity, and each of its Subsidiaries is a corporation, partnership or other form of legal entity, (i) validly organized and existing and (ii) in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or organization, as the case may be, (b) is duly qualified to do business and is in good standing as a foreign corporation or foreign partnership (or comparable foreign qualification, if applicable, in the case of any other form of legal entity), as the case may be, in each jurisdiction where the nature of its business requires such qualification, (c) has full power and authority to (i) enter into and perform its obligations under this Agreement and each other Loan Document to which it is a party and (ii) own or hold under lease its property and to conduct its business substantially as currently conducted by it and (d) holds all requisite governmental licenses, permits and other approvals to (i) enter into and perform its obligations under this Agreement and each other Loan Document to which it is a party and (ii) own or hold under lease its property and to conduct its business substantially as currently conducted by it, except, in the case of clauses (a)(ii), (b), (c)(ii) and (d) only, where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

6.02 Due Authorization, Non-Contravention, etc.

The execution, delivery and performance by each Loan Party of this Agreement and each other Loan Document to which it is a party, the borrowing of the Loans, the use of the proceeds thereof and the issuance of the Letters of Credit hereunder are within each Loan Party's

- (a) contravene the Organizational Documents of any Loan Party or any of its respective Subsidiaries;
- (b) contravene any law, statute, rule or regulation binding on or affecting any Loan Party or any of its respective Subsidiaries;
- (c) violate or result in a default or event of default or an acceleration of any rights or benefits under any indenture, agreement or other instrument binding upon any Loan Party or any of its respective Subsidiaries; or
- (d) result in, or require the creation or imposition of, any Lien on any assets of any Loan Party or any of its respective Subsidiaries, except Liens created under the Loan Documents,

except, in the cases of clauses (a) (with respect to Subsidiaries that are not Loan Parties), (b), (c) and (d) only, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.03 Government Approval, Regulation, etc.

No consent, authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required for the due execution, delivery or performance by the Borrower or the Parent Guarantor of this Agreement or any other Loan Document, the borrowing of the Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, except (i) such as have been obtained or made and are in full force and effect and (ii) those, the failure of which to obtain or make, would not reasonably be expected to have a Material Adverse Effect. No Loan Party is an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

6.04 Validity, etc.

This Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Loan Party is to be a party will, on the due execution and delivery thereof and assuming the due execution and delivery of this Agreement by each of the other parties hereto, constitute, the legal, valid and binding obligation of such Loan Party enforceable in accordance with its respective terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors’ rights generally and to general principles of equity.

6.05 Financial Information.

(a) The Audited Financial Statements have been prepared in accordance with GAAP consistently applied, and present fairly in all material respects in the financial condition of the Parent Guarantor and the results of its operations and its cash flows as of the dates and for the period presented and the Audited Financial Statements have been audited by independent registered public accountants of nationally recognized standing and are accompanied by an opinion of such accountants (without any Impermissible Qualification).

(b) Except as disclosed in the financial statements referred to above or the notes thereto, none of the Parent Guarantor or its Subsidiaries has any Indebtedness, contingent liabilities, long-term commitments or unrealized losses that have had or reasonably would be expected to have, individually or in the aggregate, a Material Adverse Effect.

6.06 No Material Adverse Effect.

Since December 31, 2017, no event or circumstance has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect.

6.07 Litigation.

There is no pending or, to the knowledge of the Loan Parties, threatened litigation, action or proceeding against the Parent Guarantor or any of its Subsidiaries, that would reasonably be expected to have a Material Adverse Effect or which purports to affect the legality, validity or enforceability of this Agreement or any other Loan Document or the transactions contemplated hereby or thereby.

6.08 Compliance with Laws and Agreements.

None of the Loan Parties has violated, is in violation of or has been given written notice of any violation of any laws (other than Environmental Laws, which are the subject of Section 6.13), regulations or orders of any Governmental Authority applicable to it or its property or any indenture, agreement or other instrument binding upon it or its property, except for any violations which would not reasonably be expected to have a Material Adverse Effect. No breach, default, violation, cancellation, termination or other event that would reasonably be expected to have a

Material Adverse Effect has occurred under any Boeing Agreement.

6.09 Loan Party Information.

Schedule 6.09 sets forth the name, taxpayer identification number, organizational identification number (if any) of each of the Parent Guarantor and the Borrower as of the Effectiveness Date.

6.10 Ownership of Properties.

(a) Each of the Borrower and its Subsidiaries has good and marketable title in fee simple to (or other similar title in jurisdictions outside the United States of America), or valid leasehold interests in, or easements or other limited property interests in, or is licensed to use, all its properties and assets, except for defects in the foregoing that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to do so in the aggregate would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(b) Each of the Borrower and its Subsidiaries owns, possesses, is licensed or otherwise has the right to use, or could obtain ownership or possession of, all patents, trademarks, service marks, trade names, copyrights, licenses and rights with respect thereto necessary for the present conduct of its business, except for those the failure to own, possess, license or use would not reasonably be expected to have a Material Adverse Effect, and without any known conflict or alleged conflict with the rights of others, except where such conflicts would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.11 Taxes.

Except as would not reasonably be expected to have a Material Adverse Effect, each of the Parent Guarantor, the Borrower and its Subsidiaries has timely filed all federal, foreign and all other Tax returns and reports required by Law to have been filed by it and has timely paid all Taxes and governmental

charges due (whether or not shown on any Tax return), except any such Taxes or charges which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books.

6.12 Pension and Welfare Plans.

No ERISA Event has occurred or is reasonably expected to occur which would reasonably be expected to have a Material Adverse Effect or give rise to a Lien on the assets of any Loan Party or a Subsidiary, if such Lien would reasonably be expected to have a Material Adverse Effect. The Borrower and its Subsidiaries and their ERISA Affiliates are in compliance in all respects with the presently applicable provisions of ERISA and the Internal Revenue Code with respect to each Plan except for failures to so comply which would not reasonably be expected to have a Material Adverse Effect. No condition exists or event or transaction has occurred with respect to any Plan which reasonably might result in the incurrence by the Borrower or any of its Subsidiaries or any ERISA Affiliate of any liability, fine or penalty which would reasonably be expected to have a Material Adverse Effect. The present value of all accumulated benefit obligations of all underfunded Pension Plans (based on the assumptions used for purposes of statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Pension Plans by an amount that would reasonably be expected to have a Material Adverse Effect. Using actuarial assumptions and computation methods consistent with subpart 1 of subtitle E of Title IV of ERISA, the aggregate liabilities of each Loan Party or ERISA Affiliate to all Multiemployer Plans in the event of a complete withdrawal therefrom, as of the close of the most recent Fiscal Year of each such Multiemployer Plan, would not reasonably be expected to result in a Material Adverse Effect. Neither the Borrower nor any of its Subsidiaries has any contingent liability with respect to post-retirement benefits provided by the Borrower or any of its Subsidiaries under a Welfare Plan, other than (i) liability for continuation coverage described in Part 6 of Subtitle B of Title I of ERISA and (ii) liabilities that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Except as would not reasonably be expected to have a Material Adverse Effect, (a) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, and (b) neither the Borrower nor any of its Subsidiaries has incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan.

6.13 Environmental Warranties.

The Parent Guarantor, the Borrower and their respective Subsidiaries conduct in the ordinary course of business a review of the effect of existing Environmental Laws and known Environmental Liabilities on their respective businesses, operations and properties, and as a result thereof, the Parent Guarantor and the Borrower have reasonably concluded that such Environmental Laws and known Environmental Liabilities, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.14 Regulations T, U and X.

The Loans and other Credit Extensions, the use of the proceeds thereof, this Agreement and the transactions contemplated hereby will not result in a violation of Regulation T, Regulation U or Regulation X.

6.15 Disclosure and Accuracy of Information.

Neither this Agreement nor any other document, certificate or written statement (other than Projections, estimates, forecasts and information of a general economic or industry specific nature), in each case concerning any Loan Party, furnished to the Administrative Agent or any Lender by or on behalf of any Loan Party in connection herewith contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein not materially misleading, in light of the circumstances under which they were made. Any document, certificate or written statement containing financial projections and other forward looking information concerning the Parent Guarantor and its Subsidiaries provided to the Arrangers or the Lenders by any of the Loan Parties or any of their representatives (or their behalf) (the “Projections”) have been prepared in good faith utilizing assumptions believed by the Borrower to be reasonable and due care in the preparation of such document, certificate or written statement, it being understood that forecast and projections are subject to uncertainties and contingencies and no assurance can be given that any forecast or projection will be realized.

6.16 [reserved].

6.17 Labor Matters.

Except as would not reasonably be expected to have a Material Adverse Effect, (a) there are no strikes, lockouts or slowdowns against the Loan Parties pending or, to the knowledge of any Loan Party, threatened; (b) the hours worked by and payments made to employees of the Loan Parties have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, local or foreign law dealing with such matters; and (c) all payments due from the Loan Parties, or for which any claim may be made against the Loan Parties, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Loan Parties.

6.18 Solvency.

Immediately following the making of each Loan and after giving effect to the application of the proceeds of such Loans, (a) the fair value of the assets of the Parent Guarantor and its Subsidiaries, on a consolidated basis, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of the Parent Guarantor and its Subsidiaries, on a consolidated basis, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) the Parent Guarantor and its Subsidiaries, on a consolidated basis, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) the Parent Guarantor and its Subsidiaries, on a consolidated basis, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted. For purposes of this Section 6.18, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability.

6.19 Securities.

The common Equity Interests of each of the Parent Guarantor’s and the Borrower’s Subsidiaries are fully paid and non-assessable, in each case to the extent applicable. The Equity Interests of each Subsidiary held, directly or indirectly, by the Borrower are owned, directly or indirectly, by the Borrower free and clear of all Liens except Permitted Liens. There are not, as of the Effectiveness Date, any existing options, warrants, calls, subscriptions, convertible or exchangeable securities, rights, agreements, commitments or arrangements for any Person to acquire any common stock of the Borrower or any of its Subsidiaries or any other securities convertible into, exchangeable for or evidencing the right to subscribe

for any such common stock, except (i) as disclosed in the financial statements delivered pursuant to Sections 7.01(a) and (b), (ii) in connection with the acquisition or the post-closing integration of Target or (iii) otherwise disclosed to the Lenders prior to the Effectiveness Date.

6.20 Sanctions; Anti-Corruption Laws.

(a) Neither the Parent Guarantor, nor any of its Subsidiaries, nor, to the knowledge of the Parent Guarantor, any director, officer or employee thereof, is an individual or entity that is (a) currently the subject or target of any Sanctions, (b) included on OFAC’s List of Specially Designated Nationals, HMT’s Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by the United States federal government (including, without limitation, OFAC), the European Union or Her Majesty’s Treasury or (c) located, organized or resident in a Designated Jurisdiction.

(b) (i) Neither the Parent Guarantor nor any Subsidiary thereof is in violation of the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, or other similar anti-corruption legislation in other jurisdictions applicable to the Parent Guarantor or any Subsidiary from time to time, the effect of which is or would reasonably be expected to be material to the Parent Guarantor and its Subsidiaries taken as a whole; and (ii) the Parent Guarantor has instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with such laws.

6.21 [reserved].

6.22 EEA Financial Institution.

Neither the Parent Guarantor nor the Borrower is an EEA Financial Institution.

6.23 Beneficial Ownership Certification.

As of the Effectiveness Date, to the knowledge of the Borrower, the information included in the Beneficial Ownership Certification is true and correct in all respects.

ARTICLE VII

AFFIRMATIVE COVENANTS

The Parent Guarantor and the Borrower each hereby covenants and agrees with the Lenders that on or after the Effectiveness Date and until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees and other amounts payable hereunder or under any other Loan Document have been paid in full (other than contingent indemnification obligations that are not then due and payable) and all Letters of Credit have expired, terminated or been collateralized and all drawings under all Letters of Credit shall have been reimbursed:

7.01 Financial Information, Reports, Notices, etc.

The Borrower will furnish, or will cause to be furnished, to the Administrative Agent (for further distribution to each Lender) copies of the following financial statements, reports, notices and information:

(a) as soon as available and in any event within forty-five (45) days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year of the Parent Guarantor, a

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consolidated balance sheet of the Parent Guarantor and its Subsidiaries as of the end of such Fiscal Quarter and consolidated statements of earnings of the Parent Guarantor and its Subsidiaries for such Fiscal Quarter and for the same period in the prior Fiscal Year and consolidated statements of earnings and cash flow for the period commencing at the end of the previous Fiscal Year and ending with the end of such Fiscal Quarter, certified by a Financial Officer of the Parent Guarantor as fairly presenting in all material respects the financial position, results of operations and cash flows of the Parent Guarantor and its Subsidiaries in accordance with GAAP consistently applied, subject to year-end audit adjustments and the absence of footnotes, and a management's discussion and analysis of the financial condition and results of operations for such Fiscal Quarter and the then elapsed portion of the Fiscal Year, as compared to the comparable periods in the previous Fiscal Year (it being understood that such information may be furnished in the form of a Form 10-Q);

(b) as soon as available and in any event within ninety (90) days after the end of each Fiscal Year of the Parent Guarantor, a copy of the annual audit report for such Fiscal Year for the Parent Guarantor and its Subsidiaries, including therein a consolidated balance sheet of the Parent Guarantor and its Subsidiaries as of the end of such Fiscal Year and consolidated statements of earnings and cash flow of the Parent Guarantor and its Subsidiaries for such Fiscal Year, in each case certified (without any Impermissible Qualification) by Ernst & Young LLP, or another nationally recognized independent public accounting firm, and management's discussion and analysis of the financial condition and results of operations of the Parent Guarantor and the Borrower for such Fiscal Year, as compared to amounts for the previous Fiscal Year (it being understood that such information may be furnished in the form of a Form 10-K) (provided that such comparison need not be covered by the certification of the independent public accounting firm referred to above);

(c) concurrently with the delivery of the financial statements referred to in Sections 7.01(a) and (b), a Compliance Certificate containing a computation in reasonable detail of, and showing compliance with, each of the financial ratios and restrictions contained in the Financial Covenants and to the effect that, in making the examination necessary for the signing of such certificate, the Financial Officer executing such Compliance Certificate has not become aware of any Default or Event of Default that has occurred and is continuing, or, if such Financial Officers have become aware of such Default or Event of Default, describing such Default or Event of Default and the steps, if any, being taken to cure it;

(d) promptly upon any written request by the Administrative Agent or any Lender, copies of all material written reports submitted to the Board of Directors (or the audit committee of the Board of Directors) of the Parent Guarantor by independent certified public accountants in connection with each annual, interim or special audit of the books of the Parent Guarantor or any of its Subsidiaries made by such accountants;

(e) promptly after becoming aware of the occurrence of any Default or Event of Default, a statement of a Financial Officer of the Borrower setting forth details of such Default or Event of Default and the action which the Borrower has taken and proposes to take with respect thereto;

(f) promptly after (i) the occurrence of any adverse development with respect to any litigation, action or proceeding against a Loan Party or any of its Subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or (ii) the commencement of any litigation, action or proceeding against a Loan Party or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect or that purports

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to affect the legality, validity or enforceability of this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, notice thereof;

(g) promptly upon the occurrence of an ERISA Event which could result in a Lien on the assets of any Loan Party or a Subsidiary or in the incurrence by a Loan Party of any liability, fine or penalty, in each case, which would reasonably be expected to have a Material Adverse Effect, notice thereof;

(h) promptly after becoming aware of the occurrence thereof, notice of any other development that would reasonably be expected to have a Material Adverse Effect; and

(i) promptly, from time to time, such other information respecting the condition or operations, financial or otherwise, of the Parent Guarantor or any of its Subsidiaries as any Lender through the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to this Section 7.01 may be delivered electronically and shall be deemed to have been so delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02, or on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent), or (ii) on which they are first available on the SEC's website on the Internet at www.sec.gov; provided that: the Borrower shall deliver a paper copy of such documents to the Administrative Agent or any Lender upon its written request to the Borrower to deliver such paper copy. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery by a Lender, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or any of the Arrangers may, but shall not be obligated to, make available to the Lenders and the L/C Issuers materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak 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 Person's securities. The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, each of the Arrangers and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its 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 11.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Side Information;" and (z) the Administrative Agent and the Arrangers shall be required to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform that is not designated as "Public Side Information."

7.02 Compliance with Laws, etc.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to, comply in all respects with all applicable laws, rules, regulations and orders, except where such noncompliance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

7.03 Maintenance of Properties.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to, maintain, preserve, protect and keep its material properties and assets in good repair, working order and condition, and make necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times except where the failure to do so would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

7.04 Insurance.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to, maintain or cause to be maintained with financially sound and responsible insurance companies insurance with respect to any of their respective properties that are material to the business of the Loan Parties and their respective Subsidiaries (taken as a whole) against such casualties and contingencies and of such types and in such amounts with such deductibles as is customary in the case of similar businesses operating in the same or similar locations (including, without limitation, to the extent customary in the case of similar businesses operating in the same or similar locations, (i) physical hazard insurance on an "all risk" basis, (ii) commercial general liability against claims for bodily injury, death or property damage, (iii) business interruption insurance and (iv) worker's compensation insurance as may be required by any applicable Laws).

7.05 Books and Records; Visitation Rights.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to, keep books and records which accurately reflect in all material respects its business affairs and material transactions and permit the Administrative Agent or its representatives (who may be accompanied by the representatives of any Lender), upon reasonable prior notice and at reasonable times and intervals, to (i) visit all of its offices, to the extent permitted by applicable Laws and subject to applicable confidentiality requirements, (ii) discuss its financial matters with its executive financial officers and independent public accountant and (iii) upon the reasonable request of the Administrative Agent or a Lender, examine (and, at the expense of the Borrower, photocopy extracts from) any of its books or other corporate or partnership records (provided that (a) as long as no Default or Event of Default has occurred and is continuing, the Loan Parties shall bear the expense of not more than one (1) such visit per Fiscal Year for the Administrative Agent and its representatives (which may be accompanied by the representatives of any Lender), (b) any such visits by Lenders shall be coordinated through the Administrative Agent, which shall in turn coordinate any such visits through Responsible Officers of the Borrower and (c) nothing in this Section 7.05 shall require the Parent Guarantor to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Parent Guarantor and its Subsidiaries and/or any of its customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives or contractors) is prohibited by applicable Laws, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which the Parent Guarantor or any of its Subsidiaries owes confidentiality obligations to any third party (provided such

confidentiality obligations were not entered into in contemplation of the requirements of this Section 7.05).

7.06 Environmental Covenant.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to:

(a) use and operate all of its facilities and properties in compliance with all Environmental Laws except for such noncompliance which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, keep all Environmental Permits in effect and remain in compliance therewith and handle all Hazardous Materials in compliance with all applicable Environmental Laws, except for any failure to keep Environmental Permits in effect or noncompliance that would not reasonably be expected to have a Material Adverse Effect;

(b) promptly notify the Administrative Agent and provide copies of all written inquiries, claims, complaints or notices from any Person relating to the environmental condition of its facilities and properties or compliance with or liability under any Environmental Law which would reasonably be expected to have a Material Adverse Effect, and use its commercially reasonable efforts to promptly commence to cure and have dismissed with prejudice or contest in good faith any actions and proceedings relating thereto;

(c) promptly, from time to time, provide such information and certifications which the Administrative Agent may reasonably request from time to time to evidence compliance with this Section 7.06.

7.07 Existence; Conduct of Business.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect (a) its legal existence and (b) the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, except (other than in respect of the legal existence of the Borrower) where the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided that nothing in this Section 7.07 shall prohibit any merger or consolidation, liquidation, dissolution or sale or other disposition permitted under Section 8.03.

7.08 Use of Proceeds.

The Borrower covenants and agrees that the proceeds of Loans will be used to refinance certain existing Indebtedness and for working capital, capital expenditures, Permitted Acquisitions, permitted share repurchases and other lawful general corporate purposes. The Borrower also covenants and agrees that the proceeds of any Add-On Term Loans will be used for lawful general corporate purposes.

7.09 Payment of Taxes.

Each of the Parent Guarantor and the Borrower will, and will cause each of their respective Subsidiaries to, pay and discharge all federal and other Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a Lien or charge upon any properties of the Parent Guarantor, the Borrower or any of their respective Subsidiaries

or cause a failure or forfeiture of title thereto; provided that neither the Parent Guarantor nor the Borrower nor any of their respective Subsidiaries shall be required to pay or discharge any such Tax, assessment, charge, levy or claim (a) that is being contested in good faith and by proper proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or asset that may become subject to such Lien, if it has maintained adequate reserves with respect thereto in accordance with and to the extent required under GAAP or (b) if failure to pay or discharge the same would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

7.10 KYC Information.

Promptly following any request therefor, information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable “know your customer” requirements under the Act, the Beneficial Ownership Regulation or other applicable Anti-Money Laundering Laws.

ARTICLE VIII

NEGATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees and other amounts payable hereunder or under any other Loan Document have been paid in full (other than contingent indemnification obligations that are not then due and payable) and all Letters of Credit have expired, terminated or been collateralized and all drawings under all Letters of Credit shall have been reimbursed, each of the Parent Guarantor and the Borrower hereby covenants and agrees with the Lenders that from and after the Effectiveness Date:

8.01 Liens.

Each of the Parent Guarantor and the Borrower will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, create, incur, assume or permit to exist any Lien on any property or asset (including any income or revenues (including accounts receivable)) now owned or hereafter acquired by them, except the following (herein collectively referred to as “Permitted Liens”):

- (a) Liens in connection with the provision of Cash Collateral under this Agreement;
- (b) landlords’, carriers’, warehousemen’s, mechanics’, suppliers’, materialmen’s, attorney’s or other like liens, in any case incurred in the ordinary course of business which are not overdue for a period of more than sixty (60) days or which are being contested in good faith and by appropriate proceedings;
- (c) Liens existing on the Effectiveness Date and set forth on Schedule 8.01(c) and any renewals, replacements or extensions thereof; provided that (A) no additional property is covered thereby and (B) the amount secured or benefited thereby is not increased (except, in connection with any refinancing, refunding, renewal or extension thereof, by an amount equal to accrued interest, premiums paid in connection with such renewal, replacement or extension, as applicable, and fees and expenses incurred in connection therewith);
- (d) Liens for taxes, assessments or governmental charges or claims or other like statutory Liens that do not secure Indebtedness for borrowed money and (A) that are not yet delinquent or (B) that are being contested in good faith by appropriate proceedings promptly

instituted and properly pursued; provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

- (e) Liens in the form of zoning restrictions, easements, rights of way, licenses, reservations, covenants, conditions or other restrictions on the use of real property or other minor irregularities in title (including leasehold title) that do not (A) secure Indebtedness or (B) materially interfere with the business of the Parent Guarantor, the Borrower and their respective Subsidiaries, taken as a whole;
- (f) Liens not for borrowed money in the form of pledges or deposits securing bids, tenders, performance, payment of insurance premiums, statutory obligations, surety bonds, appeal bonds, leases to which the Borrower or any of its Subsidiaries is a party and other obligations of a like nature, in each case, made in the ordinary course of business;
- (g) Liens resulting from any judgments, awards or orders to the extent that such judgments, awards or orders do not cause or constitute an Event of Default under this Agreement;
- (h) Liens in the form of licenses, leases or subleases granted or created by the Borrower or any of its Subsidiaries, which licenses, leases or subleases do not interfere, individually or in the aggregate, in any material respect with the business of the Borrower and its Subsidiaries, taken as a whole;
- (i) Liens on fixtures or personal property held by or granted to landlords pursuant to leases;
- (j) Liens solely on any cash earnest money deposits made by the Borrower or any of its Subsidiaries in connection with any letter of intent of a Permitted Acquisition otherwise permitted hereunder;
- (k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;
- (l) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any Real Property;

(m) bankers' Liens, rights of setoff and similar Liens existing solely with respect to cash and Permitted Investments on deposit in one or more accounts maintained by any Loan Party or any Subsidiary of the Borrower, in each case granted in the ordinary course of business in favor of the bank or banks which such accounts are maintained, securing amounts owing to such bank with respect to cash management or other account arrangements, including those involving pooled accounts and netting arrangements;

(n) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(o) pledges or deposits in the ordinary course of business in connection with worker's compensation, unemployment insurance and other social security legislation, other than any lien imposed by ERISA;

(p) Liens on assets acquired after the Effectiveness Date (x) existing on property of a Person at the time of its consolidation with or merger into the Borrower or any of its Subsidiaries

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permitted under this Agreement or at the time such Person becomes a Subsidiary or (y) existing on any property acquired by the Borrower or any of its Subsidiaries at the time such property is so acquired (whether or not the Indebtedness secured thereby shall have been assumed and any renewals, replacements or extensions thereof); provided that in each such case, (A) such Liens were not incurred in connection with or in contemplation of such consolidation or merger or such Person's becoming a Subsidiary or such acquisition of property, (B) such Liens shall extend solely to the property so acquired or in the case of an acquisition of a Subsidiary, the assets of such Subsidiary, and in each case, proceeds thereof and improvements thereon, (C) the amount of obligations secured or benefitted thereby is not increased (including pursuant to any renewal, replacement or extension) except by an amount equal to any premium or other amount paid, and fees and expenses incurred, in connection with such renewal, replacement or extension and by an amount equal to any existing commitments unutilized thereunder and (D) in the case of any such renewal, replacement or extension, the terms of such renewal, replacement or extension relating to the Liens on such assets are on then current market terms or are substantially the same as those immediately prior to such renewal, replacement or extension;

(q) Liens representing the right of commercial or government (including defense) customers to purchase certain assets from the Borrower or any of its Subsidiaries and set-off rights under commercial or defense customer agreements with the Borrower entered into in the ordinary course of business;

(r) Liens securing Capital Lease Obligations in an aggregate principal amount not to exceed \$300,000,000 at any one time outstanding;

(s) Liens in respect of (i) obligations under Permitted Incentive Programs (excluding Qualifying IRB Financings) in an aggregate principal amount not to exceed \$100,000,000 at any one time outstanding and (ii) Qualifying IRB Financings;

(t) Liens arising from sales, transfers or other dispositions of accounts receivable to the extent permitted by Section 8.03;

(u) customary Liens arising under Treasury Management Agreements and Swap Contracts;

(v) Liens on any property acquired, constructed or improved by the Borrower or any Subsidiary which are created or incurred within one hundred eighty (180) days of such acquisition, construction or improvement to secure or provide for the payment of purchase price of such property or the cost of such construction or improvement, including carrying costs (but no other amounts); provided that any such Lien shall not apply to any other property of the Borrower or any Subsidiary (other than after acquired title in or on such property and proceeds of the existing collateral in accordance with the instrument creating such Lien);

(w) Liens on the assets of any Subsidiary securing Indebtedness or other obligations owing to the Borrower or the Parent Guarantor;

(x) Liens in the nature of any interest or title of a lessor or sublessor under any lease permitted under this Agreement;

(y) purported Liens evidenced by the filing of precautionary UCC financing statements; and

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(z) other Liens securing any Indebtedness or other obligations of the Borrower and its Subsidiaries; provided that the aggregate principal amount of Indebtedness or other obligations secured by such Liens (or, with respect to such other obligations, if less, the value of the assets subject to such Liens), together with the amount of any Priority Debt outstanding pursuant to Section 8.02, does not exceed fifteen percent (15%) of Consolidated Total Assets;

8.02 Priority Debt.

Each of the Parent Guarantor and the Borrower will not create, incur or assume any Priority Debt, except Priority Debt in an aggregate principal amount at any one time outstanding not to exceed fifteen percent (15%) of Consolidated Total Assets.

8.03 Fundamental Changes; Line of Business.

(a) Each of the Parent Guarantor and the Borrower will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with them, or liquidate or dissolve, except that, (i) if at the time thereof and immediately after giving effect thereto no Default or Event of Default shall have occurred and be continuing, (A) any Subsidiary of the Borrower or the Parent Guarantor may merge or consolidate with and into the Parent Guarantor or the Borrower in a transaction in which the Parent Guarantor or the Borrower is the surviving Person; provided that in a transaction in which the Borrower and the Parent Guarantor are merged, the Borrower shall be the surviving person or the Parent Guarantor shall assume the obligations of, and shall become, the Borrower hereunder (subject to receipt of all reasonably requested documentation and other information in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including the Act, and the Beneficial Ownership Regulation) and (B) any Subsidiary of the Borrower may merge or consolidate with and into any other Subsidiary of the Borrower, (ii) Permitted Acquisitions may be consummated through merger or consolidation so long as, in the case of a merger or consolidation involving the Borrower, the surviving Person is the Borrower and (iii) any merger or consolidation of a Person whose only assets are subject of any Asset Sale permitted by Section 8.03(d).

(b) Notwithstanding the foregoing, (i) any Subsidiary of the Borrower may dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Parent Guarantor or the Borrower or to any other Subsidiary of the Borrower and (ii) any Subsidiary may liquidate and distribute its assets ratably to its shareholders.

(c) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, engage in any business other than businesses of the type conducted by the Borrower and the Subsidiaries on the Effectiveness Date and businesses similar, complementary, or reasonably related thereto and reasonable extensions thereof, including, without limitation, the modification, maintenance, repair and overhaul businesses and the direct marketing and sale of spare parts and units.

(d) Each of the Parent Guarantor and the Borrower will not, and will not permit any of their respective Subsidiaries to, sell, transfer, lease or otherwise dispose (or permit the sale, transfer, lease or other disposal) of (whether in one transaction or in a series of transactions) any of its assets if such assets would, in the aggregate, otherwise constitute all or substantially all of the assets of the Parent Guarantor and its Subsidiaries (taken as a whole) (whether now owned or

hereafter acquired) to or in favor of any Person (other than to the Parent Guarantor or any wholly-owned Subsidiary of the Parent Guarantor).

8.04 Investments, Loans, Advances, Guarantees and Acquisitions.

Each of the Parent Guarantor and the Borrower will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, purchase or acquire (including pursuant to any merger with any Person that was not a Wholly Owned Subsidiary of the Borrower prior to such merger) any Equity Interests in or evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make any loans or advances to, Guarantee any obligations of, or make any investment in, any other Person, or provide other credit support for any Person or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (each of the foregoing, an “Investment” and collectively, “Investments”), except:

(a) Permitted Investments;

(b) Investments existing on the Effectiveness Date (or in respect of which a binding commitment to make such Investment existed on the Effectiveness Date) and set forth on Schedule 8.04;

(c) Investments (i) by the Parent Guarantor in any Subsidiary of the Parent Guarantor and (ii) by any Subsidiary of the Parent Guarantor in the Parent Guarantor or any other Subsidiary of the Parent Guarantor;

(d) Investments constituting Indebtedness of the Loan Parties and their Subsidiaries that is not prohibited by Section 8.02;

(e) Guarantees constituting Indebtedness of the Loan Parties and their Subsidiaries that is not prohibited by Section 8.02;

(f) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(g) loans and advances to employees, officers and directors of the Parent Guarantor or its Subsidiaries in the ordinary course of business (including, without limitation, for travel, entertainment and relocation expenses) not to exceed \$10,000,000 in the aggregate at any time outstanding;

(h) loans and advances to employees, officers and directors of Parent Guarantor or any of its Subsidiaries to the extent used to acquire Equity Interests of Parent Guarantor;

(i) 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;

- (j) Investments that are Permitted Acquisitions;
- (k) Investments in respect of obligations under Permitted Incentive Programs;

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- (l) Investments made in connection with the North Hangar Lease; and
- (m) other Investments so long as the Borrower and its Subsidiaries are in compliance with all Financial Covenants on a Pro Forma Basis after giving effect to such Investment.

For purposes of this Section 8.04, in the event that an Investment is listed on Schedule 8.04 and meets the criteria of more than one of the other categories of Investments permitted under this Section 8.04, such Investment as listed on Schedule 8.04 shall not be included in determining compliance with the other categories of permitted Investments. For purposes of determining compliance at any time with this Section 8.04, in the event that any Investment meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of this Section 8.04, the Borrower, in its sole discretion, may, from time to time, classify or reclassify such transaction or item (or portion thereof) under one or more clauses of such Section and will only be required to include the amount and type of such transaction (or portion thereof) in any one category.

8.05 [reserved].

8.06 Restricted Payments.

Each of the Parent Guarantor and the Borrower will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except:

- (a) any Subsidiary of the Parent Guarantor may declare and pay dividends to the Parent Guarantor or any Subsidiary of the Parent Guarantor (as applicable) and ratably (or less than ratably) to any other holders of such Subsidiary's Equity Interests with respect to their Equity Interests;
- (b) the Parent Guarantor may pay dividends consisting solely of shares of its common Equity Interests or additional shares of the same class of shares as the dividend being paid and that do not constitute Disqualified Capital Stock;
- (c) cashless exercises of options and warrants;
- (d) the payment of any dividend by the Parent Guarantor within ninety (90) days after declaration thereof if at the declaration date such payment was permitted by this Section 8.06; and
- (e) so long as no Default or Event of Default then exists or would arise therefrom and the Borrower and its Subsidiaries shall be in compliance with all Financial Covenants on a Pro Forma Basis after giving effect thereto, the Parent Guarantor may repurchase, redeem or otherwise acquire its Equity Interests and/or declare and pay cash dividends to the holders of its Equity Interests (or incur an obligation to do the same, it being understood that the actual repurchase, redemption or other acquisition or declaration or payment remains subject to the satisfaction of this clause (e)).

8.07 Transactions with Affiliates.

Each of the Parent Guarantor and the Borrower will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other

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transaction involving aggregate consideration for such transaction in excess of \$25,000,000 with, any of their Affiliates (each an "Affiliate Transaction"), unless such transaction is at prices and on terms and conditions taken as a whole not less favorable to the Loan Party or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, except:

- (a) (i) transactions between or among the Parent Guarantor and any of its Subsidiaries and (ii) transactions among Subsidiaries of the Parent Guarantor;
- (b) any Restricted Payment permitted by Section 8.06 and any transaction permitted by Section 8.03 or Section 8.04;
- (c) fees and compensation, benefits and incentive arrangements paid or provided to, and any indemnity provided on behalf of, officers, directors or employees of the Parent Guarantor or any Subsidiary of the Parent Guarantor in the ordinary course of business;

(d) the issuance or sale of any Equity Interests of the Parent Guarantor (and the exercise of any options, warrants or other rights to acquire Equity Interests of the Parent Guarantor); and

(e) transactions in connection with Permitted Incentive Programs and the consummation of other transactions incidental or related thereto.

8.08 Financial Covenants.

(a) Commencing with the Fiscal Quarter ending June 28, 2018, the Borrower will not permit the Interest Coverage Ratio as of the last day of any Fiscal Quarter to be less than 4.00:1.00.

(b) Commencing with the Fiscal Quarter ending June 28, 2018, the Borrower will not permit the Total Leverage Ratio as of the last day of any Fiscal Quarter to exceed 3.50:1.00; provided, however, that, the Total Leverage Ratio level set forth above shall be increased by 0.50:1.00 to 4.00:1.00 upon delivery of written notice by the Borrower to the Administrative Agent (as provided below) in connection with a Designated Transaction for the Fiscal Quarter during which such Designated Transaction is consummated and for the two subsequent Fiscal Quarters (each such period, a "Leverage Increase Period"), returning to 3.50:1.00 for the third Fiscal Quarter following the Fiscal Quarter in which such Designated Transaction was consummated; provided, further, that (x) there shall not be more than two Leverage Increase Periods during the term of this Agreement and (y) in any event, the maximum Total Leverage Ratio for any period shall not be increased to be greater than 4.00:1.00. Such written notice shall be provided on or before the date of delivery of the Compliance Certificate required under Section 7.01(c) for the most recent Fiscal Quarter ended.

8.09 Fiscal Year.

Neither the Parent Guarantor nor the Borrower shall change its Fiscal Year-end; provided that the Parent Guarantor and the Borrower may, upon written notice to the Administrative Agent, change their Fiscal Year-end, in which case (a) the Parent Guarantor, the Borrower and the Administrative Agent shall, and are hereby authorized to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year-end and (b) upon request by the Administrative Agent, the Borrower shall provide to the Administrative Agent financial statements and other documents required under this Agreement or

as requested hereunder setting forth a reconciliation between calculations of any ratio or other requirement made before and after giving effect to such change in Fiscal Year-end.

8.10 Sanctions and Anti-Money Laundering Laws.

(a) The Borrower shall not directly or, to the knowledge of the Borrower or the Parent Guarantor, indirectly use the proceeds of any Loan, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or, to the knowledge of the Borrower or the Parent Guarantor, in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent or otherwise) of Sanctions.

(b) Neither the Parent Guarantor nor any of its Subsidiaries (i) is under investigation by any Governmental Authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law (collectively, "Anti-Money Laundering Laws"), (ii) has been assessed civil penalties under any Anti-Money Laundering Laws or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. The Parent Guarantor has taken reasonable measures appropriate to the circumstances (in any event as required by applicable Law), designed to ensure that the Parent Guarantor and its Subsidiaries each is and will continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.

(c) Each of the Parent Guarantor and its Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001), in each case to the extent that the aforementioned acts are applicable to the Parent Guarantor and its Subsidiaries.

8.11 Anti-Corruption Laws.

The Borrower shall not directly or, to the knowledge of the Borrower or the Parent Guarantor, indirectly use the proceeds of any Loan for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, or other similar anti-corruption legislation in other jurisdictions applicable to the Borrower from time to time.

8.12 Use of Proceeds.

The Borrower shall not use the proceeds of any Credit Extension, whether directly or indirectly, to purchase or carry margin stock (within the meaning of Regulation U) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

9.01 Events of Default.

Each of the following events or occurrences described in this Section 9.01 shall constitute (i) an “Event of Default”, if any Loans, L/C Borrowings or Letters of Credit are outstanding, and (ii) an “Event of Termination”, if no Loans, L/C Borrowings or Letters of Credit are outstanding:

(a) The Borrower shall default (i) in the payment when due of any principal of any Loan (including, without limitation, on any scheduled principal payment date) or any reimbursement obligation in respect of any L/C Borrowing, (ii) in the payment when due of any interest on any Loan (and such default shall continue unremedied for a period of three (3) Business Days), or (iii) in the payment when due of the Revolving Commitment Fee, the DDTL Commitment Fee or any other fee described in Section 2.09 or of any other previously invoiced amount required to be paid under the Loan Documents (other than an amount described in clauses (i) and (ii)) payable under this Agreement or any other Loan Document (and such default shall continue unremedied for a period of five (5) Business Days).

(b) Any representation or warranty of the Borrower or the Parent Guarantor made or deemed to be made hereunder or in any other Loan Document or any other agreement, certificate or notice furnished by or on behalf of the Borrower or the Parent Guarantor to the Administrative Agent, any L/C Issuer or any Lender for the purposes of or in connection with this Agreement or any such other Loan Document is or shall be incorrect in any material respect (except that any representation or warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) when made or deemed made.

(c) The Borrower shall default in the due performance and observance of any of its obligations under clause (e) of Section 7.01, Section 7.07 (with respect to the maintenance and preservation of the Parent Guarantor’s or the Borrower’s corporate existence), Section 7.08 or Article VIII.

(d) The Borrower or the Parent Guarantor shall default in the due performance and observance of any agreement (other than those specified in clauses (a) through (c) above) contained herein or in any other Loan Document, and such default shall continue unremedied for a period of thirty (30) days after the earlier of (x) the date such default became known to a Responsible Officer of the Parent Guarantor or the Borrower and (y) delivery of notice thereof to the Parent Guarantor or Borrower from the Administrative Agent (which notice will be given at the request of any Lender).

(e) A default shall occur (i) in the payment when due, whether by acceleration or otherwise, of any Material Indebtedness or (ii) in the performance or observance of any obligation or condition with respect to any Material Indebtedness if the effect of such default referred to in this clause (ii) is to accelerate the maturity of any such Material Indebtedness or that enables or permits the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity (in the case of both clause (i) and (ii) above, subject to any applicable grace period or cure period, as well as any applicable requirement for notice of default, under the definitive documentation for such Material Indebtedness).

(f) Any judgment or order (or combination of judgments and orders) for the payment of money equal to or in excess of \$100,000,000 (other than amounts covered by (x) insurance for which the insurer thereof has been notified of such claim and has not challenged such coverage or (y) valid third party indemnifications for which the indemnifying party thereof has been notified of such claim and has not challenged such indemnification) individually or in the aggregate shall be rendered by a court or Governmental Authority against the Borrower, the Parent Guarantor or any of their Subsidiaries (or any combination thereof), which judgment or order remains undischarged, unwaived, unstayed, unbonded or unsatisfied for a period of sixty (60) consecutive days.

(g) Any of the following events shall occur with respect to any Pension Plan: (i) the taking of any specific actions by a Loan Party, any ERISA Affiliate or any other Person to terminate a Pension Plan if, as a result of such termination, a Loan Party or any ERISA Affiliate could reasonably be expected to incur a liability or obligation to such Pension Plan which would reasonably be expected to have a Material Adverse Effect; or (ii) an ERISA Event, or noncompliance with respect to Foreign Plans, shall have occurred that gives rise to a Lien on the assets of any Loan Party or a Subsidiary that, when taken together with all other ERISA Events and noncompliance with respect to Foreign Plans that have occurred, would reasonably be expected to have a Material Adverse Effect.

(h) Any Change in Control shall occur.

(i) The Borrower, the Parent Guarantor or any of their Significant Subsidiaries shall (i) become insolvent or generally fail to pay debts as they become due; (ii) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for the Borrower, the Parent Guarantor or any of such Significant Subsidiaries or substantially all of the property of any thereof, or make a general assignment for the benefit of creditors; (iii) in the absence of such application, consent or acquiescence, permit or suffer

to exist the appointment of a trustee, receiver, sequestrator or other custodian for the Borrower, the Parent Guarantor or any of such Significant Subsidiaries or for a substantial part of the property of any thereof, and such trustee, receiver, sequestrator or other custodian shall not be discharged or stayed within sixty (60) days; provided that the Borrower, the Parent Guarantor and each such Significant Subsidiary hereby expressly authorizes the Administrative Agent and each Lender to appear in any court conducting any relevant proceeding during such 60-day period to preserve, protect and defend their rights under the Loan Documents; (iv) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Borrower, the Parent Guarantor or any such Significant Subsidiary and, if any such case or proceeding is not commenced by the Borrower, the Parent Guarantor or such Significant Subsidiary, such case or proceeding shall be consented to or acquiesced in by the Borrower, the Parent Guarantor such Significant Subsidiary or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed and unstayed; provided that the Borrower, the Parent Guarantor and each such Significant Subsidiary hereby expressly authorizes the Administrative Agent and each Lender to appear in any court conducting any such case or proceeding during such 60-day period to preserve, protect and defend their rights under the Loan Documents; or (v) take any corporate or partnership action (or comparable action, in the case of any other form of legal entity) authorizing any of the foregoing.

(j) The obligations of the Parent Guarantor under the Guaranty shall cease to be in full force and effect or the Parent Guarantor shall repudiate in writing its obligations thereunder.

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9.02 Action if Bankruptcy.

If any Event of Default described in Section 9.01(i) shall occur, the Commitments (if not theretofore terminated) shall automatically terminate, the Borrower shall automatically be required to Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof) and the outstanding principal amount of all outstanding Loans and all other Obligations shall automatically be and become immediately due and payable, without notice or demand, all of which are hereby waived by the Borrower.

9.03 Action if Other Event of Default.

If any Event of Default (other than any Event of Default described Section 9.01(i)) shall occur for any reason, whether voluntary or involuntary, and be continuing, the Administrative Agent, upon the direction of the Requisite Lenders, shall by written notice to the Borrower and each Lender require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof) and declare all or any portion of the outstanding principal amount of the Loans and other Obligations to be due and payable and/or the Commitments (if not theretofore terminated) to be terminated, whereupon the full unpaid amount of such Loans and other Obligations which shall be so declared due and payable shall be and become immediately due and payable, without further notice, demand or presentment and/or, as the case may be, the Commitments shall terminate.

9.04 Action if Event of Termination.

Upon the occurrence and continuation of any Event of Termination, the Requisite Revolving Lenders may, by notice from the Administrative Agent to the Borrower and the Lenders (except if an Event of Termination described in Section 9.01(i) shall have occurred, in which case the Commitments (if not theretofore terminated) shall, without notice of any kind, automatically terminate) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof) and declare their Commitments terminated, and upon such declaration the Lenders shall have no further obligation to make any Loans hereunder. Upon such termination of the Commitments, all accrued fees and expenses shall be immediately due and payable.

9.05 Application of Proceeds.

After the exercise of remedies provided for in this Article IX (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in this Article IX), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.14 and 2.15, be applied by the Administrative Agent in the following order:

(a) *First*, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent in connection therewith and all amounts for which the Administrative Agent is entitled to indemnification pursuant to the provisions of any Loan Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(b) *Second*, to the payment of all other reasonable costs and expenses of such sale, collection or other realization including compensation to the other holders of the Obligations and their agents and counsel and all costs, liabilities and advances made or incurred by the other

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holders of the Obligations in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) *Third*, without duplication of amounts applied pursuant to clauses (a) and (b) above, to the payment in full in cash, pro rata, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans and L/C Borrowings and fees, premiums and any interest accrued due under any Guaranteed Swap Contract, payments of interest due under any Guaranteed Treasury Management Agreement ratably among the Lenders, Swap Banks, Treasury Management Banks and the L/C Issuers;

(d) *Fourth*, to the payment in full in cash, pro rata, of that portion of the Obligations constituting accrued and unpaid principal of the Loans, L/C Borrowings and Additional Guaranteed Obligations then owing under Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts and to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among the Lenders, Swap Banks, Treasury Management Banks and the L/C Issuers; and

(e) *Fifth*, the balance, if any, to the person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 9.05, the Loan Parties shall remain liable, jointly and severally, for any deficiency. Subject to Sections 2.03(c) and 2.14, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause *Fourth* above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above. Excluded Swap Obligations with respect to the Parent Guarantor shall not be paid with amounts received from the Parent Guarantor or the Parent Guarantor's assets, but appropriate adjustments shall be made with respect to payments from the Borrower to preserve the allocation to Obligations otherwise set forth above in this Section.

Notwithstanding the foregoing, Additional Guaranteed Obligations arising under Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts shall be excluded from the application described above if the Administrative Agent has not received a Guaranteed Party Designation Notice, together with such supporting documentation as the Administrative Agent may request, from the applicable Treasury Management Bank or Swap Bank, as the case may be (unless such Treasury Management Bank or Swap Bank is the Administrative Agent or an Affiliate thereof). Each Treasury Management Bank or Swap Bank not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article X for itself and its Affiliates as if a "Lender" party hereto.

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ARTICLE X

ADMINISTRATIVE AGENT

10.01 Appointment and Authority.

Each of the Lenders and the L/C Issuers hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are incidental thereto. The provisions of this Article (except for Section 10.06) are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor the Parent Guarantor shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative 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 as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

10.02 Rights as a Lender.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

10.03 Exculpatory Provisions.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise

as directed in writing by the Requisite 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 the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Requisite Lenders (or such other number or percentage of the Lenders as

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shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01, 9.02, 9.03 and 9.04) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Borrower, a Lender or an L/C Issuer.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.04 Reliance by Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.05 Delegation of Duties.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

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10.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower. Upon receipt of any such notice of resignation, the Requisite Lenders shall have the right, with the written consent of Borrower (not to be unreasonably withheld) so long as no Specified Event of Default has occurred or is continuing, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been appointed by the Requisite Lenders as provided above and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Requisite Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation

Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Requisite Lenders may, to the extent permitted by applicable Law by notice in writing to the Borrower and such Person remove such Person as the Administrative Agent and, with the written consent of the Borrower (not to be unreasonably withheld) so long as no Specified Event of Default has occurred or is continuing, appoint a successor. If no such successor shall have been so appointed by the Requisite Lenders as provided above and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Requisite Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time, if any, as the Requisite Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than as provided in Section 3.01(g) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 11.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by or removal of Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation or removal as an L/C Issuer and a Swing Line Lender. If Bank of America resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C

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Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c). If Bank of America resigns as a Swing Line Lender, it shall retain all the rights of a Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment by the Borrower of a successor L/C Issuer or Swing Line Lender hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as applicable (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

10.07 Non-Reliance on Administrative Agent and Other Lenders.

Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.08 No Other Duties; Etc.

Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers, syndication agents, documentation agents or co-agents shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an L/C Issuer hereunder.

10.09 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 or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans,

L/C Obligations and all other Obligations (other than obligations under Swap Contracts or Treasury Management Agreements to which the Administrative Agent is not a party) that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the

Administrative Agent under Sections 2.03(h) and (i), 2.09 and 11.04 allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer 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 and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the 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.

10.10 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, each Arranger and their respective Affiliates, 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 29 CFR § 2510.3-101, as modified by Section 3 (42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(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 with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, 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 Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, 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 Letters of Credit, 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 subclause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in subclause (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, each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:

(i) none of the Administrative Agent, any Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (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 to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50,000,000, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Internal Revenue Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent, any Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent and each Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person

has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

10.11 Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts.

Except as otherwise expressly set forth herein, no Treasury Management Bank or Swap Bank that obtains the benefit of Section 9.05 or the Guaranty by virtue of the provisions hereof or any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.14 shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document (or to notice of or to consent to any amendment, waiver or modification of the provisions hereof or of the Guaranty or any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.14) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article X to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Additional Guaranteed Obligations arising under Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts except to the extent expressly provided herein and unless the Administrative Agent has received a Guaranteed Party Designation Notice of such Obligations pursuant to Section 9.05, together with such supporting documentation as the Administrative Agent may request, from the applicable Treasury Management Bank or Swap Bank, as the case may be. The Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Additional Guaranteed Obligations arising under Guaranteed Treasury Management Agreements and Guaranteed Swap Contracts in the case of the Maturity Date.

ARTICLE XI

MISCELLANEOUS

11.01 Amendments, Etc.

No amendment, modification or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or the Parent Guarantor therefrom, shall be effective unless in writing signed by the Requisite Lenders (except as provided in the last proviso to this Section 11.01) and the Borrower and the Parent Guarantor, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, further, that

(a) no such amendment, waiver or consent shall:

(i) extend or increase the Commitment of a Lender (or reinstate any Commitment terminated pursuant to Section 9.02, Section 9.03 or Section 9.04) without the written consent of such Lender whose Commitment is being extended or increased (it

being understood and agreed that a waiver of any condition precedent set forth in Section 5.02 or of any Default or a mandatory reduction in Commitments is not considered an extension or increase in Commitments of any Lender);

(ii) postpone any date fixed by this Agreement or any other Loan Document for any payment of principal (excluding mandatory prepayments), interest, fees or other amounts due to the Lenders (or any of them) without the written consent of each Lender entitled to receive such payment;

(iii) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (i) of the final proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to receive such payment of principal, interest, fees or other amounts; provided, however, that only the consent of the Requisite Lenders shall be necessary to (A) amend the definition of "Default Rate", (B) waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate or (C) to amend any Financial Covenant (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder;

(iv) change any provision of this Section 11.01(a) or the definition of "Requisite Lenders" or the definition of "Requisite Revolving Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender directly affected thereby;

(v) change Section 2.13 or 9.05 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly affected thereby;

(vi) release the Borrower or the Parent Guarantor without the written consent of each Lender directly affected thereby (except in the event of the merger of the Borrower into the Parent Guarantor following the receipt of all reasonably requested documentation and other information in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the Act, and the Beneficial Ownership Regulation); or

(vii) without the consent of Lenders (other than Defaulting Lenders) holding in the aggregate at least a majority of the Revolving Commitments (or if the Revolving Commitments have been terminated, the outstanding Revolving Loans (and participations in any Swing Line Loans and L/C Obligations) (the "Requisite Revolving Lenders")), (i) waive any Default or Event of Default for purposes of Section 5.02 for purposes of any Borrowing of Revolving Loans or L/C Credit Extension, (ii) amend, change or waive Section 2.01(a), 2.02, 2.03, 2.05(b)(i) or 2.06, in each case solely to the extent any such amendment, change or waiver relates to Revolving Loans, any Borrowing thereof or the Revolving Commitments or (iii) amend or change any provision of this Section 11.01(a)(vii);

(viii) until the Delayed Draw Term Loans have been drawn in full or the Delayed Draw Term Loan Commitments have been terminated or have expired, without the consent of Lenders (other than Defaulting Lenders) holding in the aggregate at least a

majority of the unused amount of the Aggregate Delayed Draw Term Loan Commitments that are undrawn (the "Requisite DDTL Lenders")), (i) waive any Default or Event of Default for purposes of Section 5.02 for purposes of any Borrowing of Delayed Draw Term Loans, (ii) amend, change or waive Section 2.01(c), 2.02 or 2.06, in each case solely to the extent any such amendment, change or waiver relates to the Delayed Draw Term Loans, any Borrowing thereof or the Delayed Draw Term Loan Commitments or (iii) amend or change any provision of this Section 11.01(a)(viii);

(b) unless also signed by the applicable L/C Issuer, no amendment, waiver or consent shall affect the rights or duties of such L/C Issuer in its capacity as such under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it;

(c) unless also signed by the applicable Swing Line Lender, no amendment, waiver or consent shall affect the rights or duties of such Swing Line Lender in its capacity as such under this Agreement; and

(d) unless also signed by the Administrative Agent, no amendment, waiver or consent shall affect the rights or duties of the Administrative Agent in its capacity as such under this Agreement or any other Loan Document;

provided, however, that notwithstanding anything to the contrary herein, (i) either Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto, (ii) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender, (iii) an Increase Joinder executed by the Borrower, the Administrative Agent

and each Lender making the applicable increased Revolving Commitment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents to the extent necessary and appropriate to effect the provisions of Section 2.01(d)(i), (iv) an Add-On Term Loan Lender Joinder Agreement executed by the Borrower, the Administrative Agent and each Lender making the applicable Add-On Term Loan may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents to the extent necessary and appropriate to effect the provisions of Section 2.01(d)(ii), (v) as to any amendment, amendment and restatement or other modifications otherwise approved in accordance with this Section 11.01, it shall not be necessary to obtain the consent or approval of any Lender that, upon giving effect to such amendment, amendment and restatement or other modification, would have no Commitment or outstanding Loans so long as such Lender receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, amendment and restatement or other modification becomes effective, (vi) the Administrative Agent and the Borrower may make amendments contemplated by Section 3.07 and (vii) any amendment, waiver, supplement or modification 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 as if such Class of Lenders were the only Class of Lenders.

Notwithstanding any provision herein to the contrary, the Administrative Agent and the Borrower may amend, modify or supplement this Agreement or any other Loan Document to cure or correct administrative or technical errors or omissions or any ambiguity, mistake, defect, inconsistency, obvious error or to make any necessary or desirable administrative or technical change, and such amendment shall become effective without any further consent of any other party to such Loan Document so long as such amendment, modification or supplement does not adversely affect the rights of any Lender or other holder of Obligations in any material respect.

11.02 Notices and Other Communications: Facsimile Copies.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

- (i) if to the Borrower or the Parent Guarantor, the Administrative Agent, an L/C Issuer or a Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and
- (ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below, shall be effective as provided in such clause (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, each Swing Line Lender, each L/C Issuer or the Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent 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), 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 therefore; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

- (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 Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, the Parent Guarantor's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service or 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 or willful misconduct of such Agent Party.

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lenders may change its address, facsimile 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, the Administrative Agent, each L/C Issuer and each Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile 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 its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuers and Lenders. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic Loan Notices, Letter of Credit Applications and Swing Line Loan Notices) purportedly given by or on behalf of any Loan Party 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 Loan Parties shall indemnify the Administrative

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Agent, each L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of a Loan Party.

11.03 No Waiver; Cumulative Remedies; Enforcement.

No failure by any Lender, any L/C Issuer 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.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 10.01 for the benefit of all of the Lenders and the L/C Issuers; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any L/C Issuer or any Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 11.08 (subject to the terms of Section 2.13), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Requisite Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 10.01 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Requisite Lenders, enforce any rights and remedies available to it and as authorized by the Requisite Lenders.

11.04 Expenses; Indemnity; and Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (limited, in the case of legal counsel, to the reasonable and documented out-of-pocket fees, charges and disbursements of one primary counsel for all such Persons taken as a whole and, if deemed reasonably necessary by the Administrative Agent, of one regulatory and/or local counsel to the Administrative Agent and its Affiliates in each applicable jurisdiction retained by the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated),

(ii) all reasonable out-of-pocket expenses incurred by any L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or any L/C Issuer (limited, in the case of legal counsel, to the reasonable and documented out-of-pocket fees, charges and disbursements of one primary counsel for the Administrative Agent, the Lenders and the L/C Issuers (taken as a whole) and, if deemed reasonably necessary by the Administrative Agent, of

one regulatory and/or local counsel to the Administrative Agent, the Lenders and the L/C Issuers (taken as a whole) in each applicable jurisdiction and, in the event of any actual or potential conflict of interest, one additional counsel for each party subject to such conflict) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), each Arranger, each Lender (including each Swing Line Lender) and each L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (limited, in the case of legal counsel, to the reasonable and documented out-of-pocket fees, charges and disbursements of one primary counsel for the Indemnitees taken as a whole and, if deemed reasonably necessary by the Indemnitees, of one regulatory and/or local counsel to the Indemnitees taken as a whole in each applicable jurisdiction and, in the event of any actual or potential conflict of interest, one additional counsel for the parties subject to such conflict, taken as a whole (provided that to the extent that there remains any actual or potential conflict of interest among such Indemnitees, the Loan Parties shall indemnify for an additional counsel for each group of the parties subject to such actual or potential conflict of interest until there no longer exists an actual or potential conflict of interest)), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or the Parent Guarantor) other than the Indemnitor and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the applicable L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by a Loan Party or any of its Subsidiaries, or any Environmental Liability related to a Loan Party or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or the Parent Guarantor, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee, (y) arise out of any investigation, litigation or proceeding that does not involve an act or omission of or by any Loan Party or any of its Affiliates and is brought by an Indemnitee against any other Indemnitee; provided that notwithstanding the foregoing provisions of this clause (y), such indemnity shall be available with respect to any Indemnitee to such action that was acting in its capacity as Administrative Agent, an Arranger or other agency capacity or (z) results from a claim brought by a Loan Party against an Indemnitee for a material breach of such Indemnitee’s obligations hereunder or under any of Loan Document, if such Loan Party has obtained a final and

nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Without limiting the provisions of Section 3.01(c), this Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under clause (a) or (b) of this Section to be paid by them to the Administrative Agent (or any sub-agent thereof), any L/C Issuer, any Swing Line Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such L/C Issuer, such Swing Line Lender or such Related Party, as the case may be, such Lender’s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender’s share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lenders’ Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought); provided, further, that, the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), such L/C Issuer or such Swing Line Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), such L/C Issuer or such Swing Line Lender in connection with such capacity. The obligations of the Lenders under this clause (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no Loan Party shall assert, and each Loan Party hereby waives any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other

Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(f) Survival. The agreements in this Section and the indemnity provisions of Section 11.02(e) shall survive the resignation of the Administrative Agent, any L/C Issuer and any Swing Line Lender, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside.

To the extent that any payment by or on behalf of any Loan Party is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer 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

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pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer 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 and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative 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 from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement and the other Loan Documents shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder or thereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of clause (b) of this Section, (ii) by way of participation in accordance with the provisions of clause (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of clause (e) of this Section (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 clause (e) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans (including for purposes of this clause (b), participations in L/C Obligations and Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in clause (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if

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"Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000 in the case of an assignment of Revolving Loans and \$1,000,000 in the case of an assignment of any of the Term Loans

unless each of the Administrative Agent and, so long as no Specified Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed);

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (A) apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among the revolving credit facility and term loan facility provided hereunder and any separate revolving credit or term loan facilities provided pursuant to the terms of Section 2.01(d);

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by clause (b)(i)(B) of this Section and, in addition:

(A) (i) with respect to any assignment of a Revolving Commitment, the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) a Specified Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Revolving Lender, an Affiliate of a Revolving Lender or an Approved Fund of a Revolving Lender and (ii) with respect to any assignment of a Term Loan (or a Term Loan Commitment), the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) a Specified Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that, in each case, the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any Term Loan Commitment or Revolving Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of the Commitment subject to such assignment, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (ii) any Term Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of each L/C Issuer and each Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of any Revolving Commitment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500 (for the avoidance of doubt, not to be paid by the Borrower or any other Loan Party); provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and

recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Parent Guarantor, the Borrower or any of the Parent Guarantor's or Borrower's Affiliates or Subsidiaries, (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B) or (C) to a natural Person.

(vi) Certain Additional Payments. 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, any L/C Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. 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.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the 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, 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, 3.04, 3.05 and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment;

provided that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, 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 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 clause (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and

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addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent 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. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (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 (including such Lender's participations in L/C Obligations and/or Swing Line 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 Administrative Agent, the other Lenders and the L/C Issuers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 11.04(c) without regard to the existence of any participation.

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 to approve any amendment, modification or waiver of any provision of this Agreement; 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 clauses (i) through (vi) of Section 11.01(a) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section (it being understood that the documentation required under Section 3.01(e) shall be delivered to the Lender who sells the participation); provided that such Participant (A) agrees to be subject to the provisions of Sections 3.06 and 11.13 as if it were an assignee under clause (b) of this Section and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (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) to any Person 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) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the

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avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. 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 any 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.

(f) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Bank of America or any other Lender serving as an L/C Issuer assigns all of its Commitment and Loans pursuant to clause (b) above, Bank of America or such other Lender may, (i) upon thirty (30) days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon thirty (30) days' notice to the Borrower, resign as Swing Line Lender, in the case of Bank of America. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder if such appointed Lender so agrees; provided, however, that no failure by the

Borrower to appoint any such successor shall affect the resignation of Bank of America or such other Lender as L/C Issuer or Swing Line Lender, as the case may be. If Bank of America or such other Lender resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If Bank of America resigns as a Swing Line Lender, it shall retain all the rights of a Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (1) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (2) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality.

Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; provided that other than disclosure to any Governmental Authority with regulatory authority over the Administrative Agent, any L/C Issuer, any Arranger and/or any Lender, unless specifically prohibited by applicable laws, regulations or court order from so doing, the Administrative Agent, the applicable L/C Issuer, the applicable Arranger or the applicable Lender, as the case may be, shall make reasonable efforts to notify the Borrower of any such disclosure, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or

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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, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to a Loan Party and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent, the L/C Issuers 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 Administrative Agent, the L/C Issuers and the Lenders in connection with the administration of this Agreement and the other Loan Documents, Letters of Credit and the Commitments.

For purposes of this Section, "Information" means all information received from a Loan Party or any Subsidiary relating to the Loan Parties or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a nonconfidential basis prior to disclosure by such Loan Party or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

11.08 Set-off.

If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower or the Parent Guarantor against any and all of the obligations of the Borrower or the Parent Guarantor now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer or their respective Affiliates, irrespective of whether or not such Lender, such L/C Issuer or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or the Parent Guarantor may be contingent or unmatured or are owed to a branch office or Affiliate of such Lender or such L/C Issuer different from the branch office or Affiliate holding such deposit or obligated on such indebtedness; provided that, in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the L/C Issuers

and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each of the Lenders and the L/C Issuers agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation.

Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent or any of the L/C Issuers, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 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 the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative 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 Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability.

If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement

and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the applicable L/C Issuer or the applicable Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.13 Replacement of Lenders.

If the Borrower is entitled to replace a Lender pursuant to the provisions of Section 3.06, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

- (a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to one hundred percent (100%) of the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in the case of any such assignment resulting from a Non-Consenting Lender's failure to consent to a proposed change, waiver, discharge or termination with respect to any Loan Document, the applicable replacement bank, financial institution or Fund consents to the proposed change, waiver, discharge or termination; provided that the failure by such Non-Consenting Lender to execute and deliver an Assignment and Assumption shall not impair the validity of the removal of such Non-Consenting Lender and the mandatory assignment of such Non-Consenting Lender's Commitments and outstanding Loans and participations in L/C Obligations and Swing Line Loans pursuant to this Section 11.13 shall nevertheless be effective without the execution by such Non-Consenting Lender of an Assignment and Assumption.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

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11.14 Governing Law: Jurisdiction: Etc.

(a) GOVERNING LAW. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) SUBMISSION TO JURISDICTION. THE BORROWER AND THE PARENT GUARANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY OTHER FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR THE PARENT GUARANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER AND THE PARENT GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

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11.15 Waiver of Right to Trial by Jury.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER

BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 Electronic Execution.

The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

11.17 USA PATRIOT Act.

Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. The Borrower shall, promptly following a written request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

11.18 No Advisory or Fiduciary Relationship.

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: (a)(i) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers, and the

Lenders are arm’s-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) 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; (b)(i) each of the Administrative Agent, the Arrangers and the Lenders 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 Affiliates or any other Person and (ii) none of the Administrative Agent, the Arrangers and the Lenders 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 (c) the Administrative Agent, the Arrangers and the Lenders 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 none of the Administrative Agent, the Arrangers and the Lenders has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases, any claims that it may have against the Administrative Agent, any of the Arrangers or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.19 Acknowledgment and Consent to Bail-In of EEA 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 party hereto that is an EEA 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 an EEA 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 an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA 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 EEA 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 any EEA Resolution Authority.

11.20 Amendment and Restatement.

The parties hereto agree that, on the Effectiveness Date, the following transactions shall be deemed to occur automatically, without

further action by any party hereto: (a) the Existing Credit Agreement shall be deemed to be amended and restated in its entirety pursuant to this Agreement; (b) all Obligations under the Existing Credit Agreement outstanding on the Effectiveness Date shall in all respects be continuing and shall be deemed to Obligations outstanding hereunder, except as modified hereby; and (c) all references in the other Loan Documents to the Existing Credit Agreement shall be deemed to refer without further amendment to this Agreement.

11.21 Waiver of Notice Period and Breakage Costs.

Each Lender that is a party to the Existing Credit Agreement waives (a) the notice period required under the Existing Credit Agreement for the submission of a notice of repayment of the loans outstanding

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under the Existing Credit Agreement on the Effectiveness Date and (b) its right to receive compensation under Section 3.05 of the Existing Credit Agreement in connection with the repayment of the loans outstanding under the Existing Credit Agreement on the Effectiveness Date.

11.22 Reallocation.

The Administrative Agent, the Borrower and the Lenders hereby acknowledge and agree that the Commitment amount(s) of each Lender as set forth on Schedule I is/are the Commitment amounts of such Lender as of the Effectiveness Date, with the reallocation of Loans outstanding under the Commitments of the Lenders as they existed immediately prior to the Effectiveness Date having been made per instructions from the Administrative Agent, and neither any Assignment and Assumption nor any other action of any Person is required to give effect to such Commitments as set forth on Schedule I.

[SIGNATURE PAGES FOLLOW]

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

BORROWER:

SPIRIT AEROSYSTEMS, INC.

By: /s/ Sanjay Kapoor
Name: Sanjay Kapoor
Title: Executive Vice President and Chief Financial Officer

PARENT GUARANTOR:

SPIRIT AEROSYSTEMS HOLDINGS, INC.

By: /s/ Sanjay Kapoor
Name: Sanjay Kapoor
Title: Executive Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Kevin L. Ahart
Name: Kevin L. Ahart
Title: Vice President

LENDERS:

BANK OF AMERICA, N.A.,
as a Lender, Swing Line Lender and an L/C Issuer

By: /s/ Prathamesh Kshirsagar
Name: Prathamesh Kshirsagar
Title: Vice President

MIZUHO BANK, LTD.,
as a Lender and an L/C Issuer

By: /s/ Tracy Rahn
Name: Tracy Rahn
Title: Authorized Signatory

CITIBANK, N.A.,
as a Lender and an L/C Issuer

By: /s/ Susan Olsen
Name: Susan Olsen
Title: Vice President

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Richard C. Smith
Name: Richard C. Smith
Title: Authorized Signatory

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Michael Grad
Name: Michael Grad
Title: Director

SCOTIABANK (IRELAND) DESIGNATED ACTIVITY COMPANY,
as a Lender

By: /s/ David White
Name: David White
Title: Director

/s/ David Muldoon
David Muldoon
Managing Director & Senior Risk Officer

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Tyrone Parker
Name: Tyrone Parker
Title: Vice President

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Ryan Durkin
Name: Ryan Durkin
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Trevor H. Williams
Name: Trevor H. Williams
Title: Assistant Vice President

COMPASS BANK,
as a Lender

By: /s/ Daniel Feldman
Name: Daniel Feldman
Title: Senior Vice President

ING BANK N.V., DUBLIN BRANCH,
as a Lender

By: /s/ Shaun Hawley

Name: Shaun Hawley

Title: Director

By: /s/ Barry Fehily

Name: Barry Fehily

Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Matt Corcoran

Name: Matt Corcoran

Title: Senior Vice President

SUNTRUST BANK,
as a Lender

By: /s/ Justin Lien

Name: Justin Lien

Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Adam Spreyer

Name: Adam Spreyer

Title: Director

LLOYDS BANK PLC,
as a Lender

By: /s/ Daven Popat

Name: Daven Popat

Title: Senior Vice President

Transaction Execution

Category A

P003

By: /s/ Erin Walsh

Name: Erin Walsh

Title: Assistant Vice President

Transaction Execution

Category A

W004

COMERICA BANK,
as a Lender

By: /s/ Robert Wilson

Name: Robert Wilson

Title: Vice President

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ John T. Smathers

Name: John T. Smathers

Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Joshua D. Elsea

Name: Joshua D. Elsea

Title: Senior Vice President

INTRUST BANK, N.A.,

as a Lender

By: /s/ Gail A. Johnson

Name: Gail A. Johnson

Title: Managing Director

Schedule I

Lenders and Commitments

<u>Lender</u>	<u>Revolving Commitment</u>	<u>Applicable Percentage of Revolving Commitments</u>	<u>Term A Loan Commitment</u>	<u>Applicable Percentage of Term A Loan Commitment</u>	<u>Delayed Draw Term Loan Commitment</u>	<u>Applicable Percentage of Delayed Draw Term Loan Commitment</u>
Bank of America, N.A.	\$70,000,000.00	8.750000000%	\$18,647,260.26	9.041095884%	\$22,602,739.74	9.041095896%
Mizuho Bank, Ltd.	\$70,000,000.00	8.750000000%	\$18,082,191.78	8.767123287%	\$21,917,808.22	8.767123288%
Citibank, N.A.	\$70,000,000.00	8.750000000%	\$18,082,191.78	8.767123287%	\$21,917,808.22	8.767123288%
Royal Bank of Canada	\$55,500,000.00	6.937500000%	\$13,335,616.44	6.465753425%	\$16,164,383.56	6.465753424%
The Bank of Nova Scotia	\$55,500,000.00	6.937500000%	\$ 0	0.000000000%	\$ 0	0.000000000%
Scotiabank (Ireland) Designated Activity Company	\$ 0	0.000000000%	\$13,335,616.44	6.465753425%	\$16,164,383.56	6.465753424%
U.S. Bank National Association	\$55,500,000.00	6.937500000%	\$13,335,616.44	6.465753425%	\$16,164,383.56	6.465753424%
Goldman Sachs Bank USA	\$45,000,000.00	5.625000000%	\$11,301,369.86	5.479452053%	\$13,698,630.14	5.479452056%
Morgan Stanley Bank, N.A.	\$45,000,000.00	5.625000000%	\$11,301,369.86	5.479452053%	\$13,698,630.14	5.479452056%
Branch Banking and Trust Company	\$37,500,000.00	4.687500000%	\$10,171,232.88	4.931506851%	\$12,328,767.12	4.931506848%
Compass Bank	\$37,500,000.00	4.687500000%	\$10,171,232.88	4.931506851%	\$12,328,767.12	4.931506848%
ING Bank N.V., Dublin Branch	\$ 37,500,000.00	4.687500000%	\$ 10,171,232.88	4.931506851%	\$ 12,328,767.12	4.931506848%
PNC Bank, National Association	\$ 37,500,000.00	4.687500000%	\$ 10,171,232.88	4.931506851%	\$ 12,328,767.12	4.931506848%
SunTrust Bank	\$ 37,500,000.00	4.687500000%	\$ 10,171,232.88	4.931506851%	\$ 12,328,767.12	4.931506848%
Wells Fargo Bank, National Association	\$ 37,500,000.00	4.687500000%	\$ 10,171,232.88	4.931506851%	\$ 12,328,767.12	4.931506848%
Lloyds Bank plc	\$ 26,000,000.00	3.250000000%	\$ 6,328,767.12	3.068493149%	\$ 7,671,232.88	3.068493152%
Comerica Bank	\$ 22,500,000.00	2.812500000%	\$ 5,650,684.93	2.739726027%	\$ 6,849,315.07	2.739726028%
The Bank of New York Mellon	\$ 22,500,000.00	2.812500000%	\$ 5,650,684.93	2.739726027%	\$ 6,849,315.07	2.739726028%
The Huntington National Bank	\$ 22,500,000.00	2.812500000%	\$ 5,650,684.93	2.739726027%	\$ 6,849,315.07	2.739726028%
INTRUST Bank, N.A.	\$ 15,000,000.00	1.875000000%	\$ 4,520,547.95	2.191780824%	\$ 5,479,452.05	2.191780820%
TOTAL:	<u>\$800,000,000.00</u>	<u>100.000000000%</u>	<u>\$206,250,000.00</u>	<u>100.000000000%</u>	<u>\$250,000,000.00</u>	<u>100.000000000%</u>

Schedule 1.01(a)

Boeing Agreements

1. Asset Purchase Agreement, dated as of February 22, 2005, by and between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.), as amended;
2. General Terms Agreement (Sustaining and others), dated as of June 16, 2005, by and between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.), as amended;
3. Special Business Provisions MS-65530-0016 (Sustaining), dated as of June 16, 2005, by and between The Boeing Company and Spirit AeroSystems, Inc., as amended;
4. B787 General Terms Agreement BCA-65520-0032 between The Boeing Company and Spirit AeroSystems, Inc., conformed to incorporate the General Terms Agreement, dated June 16, 2005, Amendment No. 1 thereto, dated June 19, 2009, and Amendment 2 thereto, dated May 12, 2011;
5. B787 Special Business Provisions BCA-MS-65530-0019, dated August 20, 2012, between The Boeing Company and Spirit

AeroSystems, Inc., conformed to incorporate the Special Business Provisions, dated June 16, 2005, and Amendments 1 through 19 thereto, as amended;

6. Hardware Material Services General Terms Agreement, dated as of June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.);
7. Ancillary Know-How Supplemental License Agreement, dated as of June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.);
8. Sublease Agreement, dated as of June 16, 2005, among The Boeing Company, Boeing IRB Asset Trust and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.);
9. Memorandum of Agreement, between The Boeing Company and Spirit AeroSystems, Inc., made as of March 9, 2012, amending Special Business Provisions (Sustaining);
10. Memorandum of Agreement (737 MAX Non-Recurring Agreement), between The Boeing Company and Spirit AeroSystems, Inc., made as of April 7, 2014, amending Spirit's long-term supply agreement with Boeing;
11. Memorandum of Agreement (Pricing Agreement), between The Boeing Company and Spirit AeroSystems, Inc., made as of April 8, 2014, amending Spirit's long-term supply agreement with Boeing; and

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12. Collective Resolution Memorandum of Understanding between The Boeing Company and Spirit AeroSystems, Inc., dated as of August 1, 2017.

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Schedule 1.01(b)

Existing Letters of Credit

None.

Schedule 6.09

Loan Party Information

<u>Loan Party</u>	<u>Taxpayer Identification Number</u>	<u>Organizational Identification Number</u>
Spirit AeroSystems Holdings, Inc.	20-2436320	3922535 (DE)
Spirit AeroSystems, Inc.	20-2130528	3899567 (DE)

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Schedule 8.01(c)

Existing Liens

Liens described in the financing statements set forth below naming the Borrower, as debtor and/or lessee, each filed with the Delaware Secretary of State:

<u>Secured Party/ Lessor</u>	<u>File Date</u>	<u>File Number</u>	<u>Collateral Description</u>
Brogdon Tool & Die, Inc. 304 NW 12 th Street Blue Springs, MO 64015	04/16/10	20101318546	Collateral as set forth on Exhibit A, attached thereto: Bailor has heretofore and may from time to time hereafter deliver to Bailee's facilities for storage, processing, packaging, or other handling by Bailee, certain inventory and goods (Bailor's Merchandise"). Until such time as Bailee purchases Bailor's merchandise from Bailor, Bailor's Merchandise is and shall remain the property of Bailor and Bailee does not have any right, title or interest in Bailor's Merchandise, nor does Bailee have the right to encumber Bailor's Merchandise in any way. All of

Bailor's merchandise is subject to a security interest and lien in favor of First Chicago Bank and Trust.

General Electric Capital Corporation PO Box 35701 Billings, MT 59107- 570	05/26/10	20101854276	Equipment, including two (2) MODIG HHV Extrusion Machines, S/N 100409 and 100410, and two additional (2) MODIG HHV Extrusion Machines, S/N 100407 and 100408
General Electric Capital Corporation PO Box 35701 Billings, MT 59107- 570	06/18/10	20102125304	All Equipment, described herein or otherwise, leased to or financed for the Debtor by Secured party under that certain Lease Agreement No. 8446924-003, including all accessories, accessions, replacements, additions, substitutions, add-ons and up-grades thereto, and proceeds therefrom.

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Secured Party/ Lessor	File Date	File Number	Collateral Description
Dell Financial Services L.L.C. Mail Stop PS2DF-23 One Dell Way Round Rock, TX 78682	10/08/10	20103521956	All computer equipment, peripherals and other equipment (collectively "Equipment") wherever located, financed under and described in the Master Lease Agreement ("MLA") between Lessee and Lessor and all of Lessee's rights, title and interest in and to use any software and services (collectively "Software") financed under and described in the MLA, along with any modifications or supplements to the MLA which are incorporated or evidenced in writing and all substitutions, additions, accessions and replacements to the Equipment or Software now or hereafter installed in, affixed to, or used in conjunction with the Equipment or Software and the proceeds thereof together with all payments, insurance proceeds, credits or refunds obtained by Lessee from a Manufacturer, licensor or service provider, or other proceeds and payments due and to become due and arising from or relating to such Equipment, Software or the MLA.
Siemens Financial Services, Inc. 170 Wood Avenue South Iselin, NJ 08830	02/08/2013	20130530718	The property covered under Loan Schedule #24627-33874 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Equipment description: 2 – Modig Profileline HHV Machining

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Secured Party/ Lessor	File Date	File Number	Collateral Description
			Centers
Siemens Financial Services, Inc. 170 Wood Avenue South Iselin, NJ 08830	05/31/2013	20132077510	The property covered under Loan Schedule #24627-33897 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including

insurance proceeds).

Equipment description:

(1) Modig Profileline HHV Machining Centers

Siemens Financial Services, Inc.
170 Wood Avenue South Iselin, NJ 08830

05/31/2013

20132077528

The property covered under Loan Schedule #24627-33874 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds).

Equipment description:

(1) Modig Profileline HHV Machining Centers

Carlson Systems LLC PO Box 3036
Omaha, NE 68103

07/29/2013

20132933522

Ranpak Autopad Converter Serial 10628067. Rankpak Packaging Station Wrappak Serial 10951100. Senco staplers, Senco nailers, Hitachi nailers,

**Secured Party/
Lessor**

File Date

File Number

Collateral Description

Interchange Brand nailers, Senco screwguns, Hitachi staplers, Nails, Screws, Staples, Machine Strap, Adhesive, Packing envelopes.

Siemens Financial Services, Inc.
170 Wood Ave South Iselin, NJ 08830

2/18/2014

20140634824

The property covered under Leasing Schedule #470-0000836-000 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds).

Equipment description:

1 Modig Profileline HHV Machining Center

Hewlett-Packard Financial Services
Company
200 Connell Drive Berkeley Heights, NJ
07922

03/18/2014

20141062819

All equipment and software now or hereafter acquired, which Secured Party has leased to or financed for Debtor, including, but not limited to, computer, printing, imaging, copying, scanning, projection and storage equipment, any and all related peripherals, attachments, accessions, additions, general intangibles, substitutions, supplies, replacements, and any right, title or interest in any license for any software used to operate or otherwise installed in any of the foregoing, and products and proceeds of all of the foregoing (including insurance proceeds).

Hewlett-Packard Financial Services
Company
200 Connell Drive

03/19/2014

20141073352

All equipment and software now or hereafter acquired, which Secured Party has leased to or financed for Debtor, including, but not limited to,

**Secured Party/
Lessor**

File Date

File Number

Collateral Description

Berkeley Heights, NJ 07922

computer, printing, imaging, copying, scanning,

projection and storage equipment, any and all related peripherals, attachments, accessions, additions, general intangibles, substitutions, supplies, replacements, and any right, title or interest in any license for any software used to operate or otherwise installed in any of the foregoing, and products and proceeds of all of the foregoing (including insurance proceeds).

General Electric Credit Corporation of Tennessee P.O. Box 35701 Billing, MT 59107-570	08/20/2014	20143352382	<p>This Financing Statement is to perfect Secured Party/Lessor's interest under a true lease transaction with the Debtor/Lessee. It is (i) being filed solely as a precaution in case, contrary to the intention of the parties, the transaction relating to the property described herein is adjudged to be other than a lease within the meaning of the Uniform Commercial Code, and (ii) not to be construed as an admission that said transaction is anything other than a true lease. This financing statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered an integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments, accessories, accessions and additions thereto, and insurance, lease, sublease and other proceeds thereof.</p> <p>Equipment: ONE (1) MODIG MACHINING CENTERS / MILLING MACHINES MODEL HHV</p>
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General Electric Capital Corporation PO Box 35713 Billings, MT 59107-	06/30/2015	20152824687	<p>This Financing Statement covers all of Debtor's right, title and interest in and to the Purchase Order No. 4400390345, Revision: 00000009 dated 4-9-15, the</p>
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Secured Party/ Lessor	File Date	File Number	Collateral Description
571			<p>equipment and other assets described below and/or on any exhibit, annex, and/or schedule hereto (which is considered an integral part hereof), together with all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier of such equipment and other assets, any and all substitutions, upgrades, replacements or exchanges therefor, and any and all insurance and/or other proceeds of the foregoing property.</p> <p>Equipment: One (1) Hartwig, Inc. MODIG HHV Horizontal Machine</p>
Makino Inc. 7680 Innovation Way Mason, OH 45040	10/14/2015	20154669007	<p>One (1) Makino T2 5 Axis Machining Center with serial number: 17 along with all attachments and accessories.</p>
General Electric Credit Corporation of Tennessee P.O. Box 35713 Billings, MT 59107	02/17/2016	20160955417	<p>This Financing Statement is to perfect Secured Party/Lessor's interest under a true lease transaction with the Debtor/Lessee. It is (1) being filed solely as a precaution in case, contrary to the intention of the parties, the transaction relating to the property described herein is adjudged to be other than a lease within the meaning of the Uniform Commercial Code, and (ii) not to be construed as an admission that said transaction is anything other than a true lease. This Financing Statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered an integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments, accessories, accessions and additions thereto, and insurance, lease, sublease and other proceeds thereof.</p>

Secured Party/ Lessor	File Date	File Number	Collateral Description
			Machining Center, Serial Number 130424
TC American Monorail Inc 12070 43 rd Street NE St. Michael, MN 55376	04/26/2016	20162474821	PO 16043 OVERHEAD MONORAIL SYSTEM RAIL, CRANES, HOIST CARRIERS, COMPONENTS, ETC. SHIPPED TO SPIRIT AEROSYSTEMS, 3599 OLIVER DOOR KK10 GATE 5, WICHITA KS INVOICES 2147797 2147851 214936 2147959 2147960 2147961 2147962 2148007 2148008 2148009 2148010 2148079 2148080 FO # B5072
GE Capital US Holdings, Inc. 12854 Kenan Drive, Suite 201 Jacksonville, FL 32258	12/12/2016	20167680018	(1) GE Industrial Solutions UPS Unit Serial Number/VIN P0080-1515-B741R (1) GE Industrial Solutions UPS Unit Serial Number/VIN P0080-1515-B742R (1) GE Industrial Solutions UPS Unit Serial Number/VIN P0150-2716-B163R (1) GE Industrial Solutions UPS Unit Serial Number/VIN P0150-2816-B172R (1) GE Industrial Solutions UPS Unit Serial Number/VIN P0150-2716-B165R (1) GE Industrial Solutions UPS Unit Serial Number/VIN P2300-2616-B158D (1) GE Industrial Solutions UPS Unit Serial Number/VIN P2300-1516-B070D (1) GE Industrial Solutions UPS Unit Serial Number/VIN P2300-5015-B996D (1) GE Industrial Solutions UPS Unit Serial Number/VIN P2300-1916-B100D

Secured Party/ Lessor	File Date	File Number	Collateral Description
			(1) GE Industrial Solutions UPS Unit Serial Number/VIN P2500-4412-B888 (1) GE Industrial Solutions UPS Unit Serial Number/VIN P2500-3375-B923D (1) GE Industrial Solutions UPS Unit Serial Number/VIN P3500-3315-B922D Including all Battery & Accessories, 600 pieces; 12 racks; all connectors; all connecting cabling; all DC breakers
Makino Inc. 7680 Innovation Way Mason, OH 45040	01/12/2017	20170272234	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 17, ALONG WITH ALL ATTACHMENTS
Key Equipment Finance, a Division of Keybank NA 1000 S. McCaslin Blvd., Superior, CO 80027	02/13/2017	20170996501	All of Debtor's right, title, and interest in and to all Goods and property described herein and/or in the Schedule "A" attached, together with all proceeds and products thereof, accessions thereto, and replacements

and substitutions therefor. Lighting project to include: 1,390- lights for Strut-Nacelle East Building 1-198D 1,815 lights for Plant 1 Building 1-265B 343 lights for Tooling Building 1-269D 778 lights for Distribution Center Building 1-355C 603 lights for Skin Polish Building 2-265N 4,421 lights in the Manufacturing Processing Building 2-278M 4,467 lights for Plant 2 Building 2-297F 679 lights for the Cafeteria Building 2-333B 1,317 lights IPB4 in Building 3-187S 1,817 lights for IBP3 Building 3-1900 3,028 lights for the Engineering Lab Building 3-215W 2,895 lights for CMF Building 3-238, 247 lights in the Employment Center Building 40-0003V 200 lights for Emergency Lighting 195 Lights for the Roadway.

MB Equipment	03/06/2017	20171492906	The eight (8) Genie GS 1930 Self
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Secured Party/ Lessor	File Date	File Number	Collateral Description
Finance, LLC 230 Schilling Circle Suite 340 Hunt Valley, MD 21031			Propelled Electric Scissor Lifts with serial numbers GS30P-162350, GS30P-163176, GS30P-163179, GS30P-163181, GS30P-163185, GS30P-163186, GS30P-163188, GS30P-163191 equipment leased pursuant to that certain Equipment Schedule No. 100539-01-01-OL001 dated as of March 6, 2017, executed pursuant to that certain Master Lease Agreement dates as of January 5, 2017 (the "Lease"), each between Secured Party, as lessor, and Debtor, as lessee, together with all related software (embedded therein or otherwise), if any, and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier thereof, and any and all substitutions, replacements or exchanges for any such item of equipment; in each such case in which Debtor shall from time to time acquire and interest; and (b) all subleases, chattel paper, accounts, security deposits and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such collateral, in each such case in which debtor shall from time to time acquire an interest; and (c) any and all insurance and/or other proceeds thereof. THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY WITH RESPECT TO PARAGRAPH 2(a) AND IS INTENDED TO REPRESENT A TRUE LEASE.

Sterling National Bank 500 Seventh Avenue New York, NY 10018	05/25/2017	20173454896	All items of equipment, machinery, furniture, fixtures, software, inventory and/or other personal property now or hereafter financed pursuant to or otherwise subject to a lease, loan,
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Secured Party/ Lessor	File Date	File Number	Collateral Description
			security, finance or other financing agreement between Total Fleet Solutions, Ltc. And Debtor, including all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins) for such goods, together with proceeds of all of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations (the "Collateral"). The Collateral includes, but is not limited to, the following: All equipment and collateral under Schedule A SOW #2 to Master Services

Agreement.

As described in assignment: All of the equipment and personal property and all modifications and additions thereto and replacements and substitutions therefor, together with all accessories, accessions, attachments, in whole or in part, leased or to be leased by Total Fleet Solutions, Ltd. (Lessor) and Debtor (Lessee) pursuant to Equipment List A of Schedule A SOW #2 to Master Services Agreement.

GE Industrial Financing Solutions, LLC 06/29/2017 20174280191
12854 Kenan Drive, Suite 201
Jacksonville, FL 32258

This Financing Statement covers equipment all more completely described on Annex A which is attached hereto and made a part hereof, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached Collateral Description

Annex A:

**Secured Party/
Lessor**

File Date

File Number

Collateral Description

(2) GE Industrial Solutions 500kVA Uninterrupted Power Supply Units with Battery Cabinet and Enclosure (serial number/VIN# P2500-1917-B471D, P2500-1617-B468D)

(2) GE Industrial Solutions 400kVA Uninterrupted Power Supply Units with Battery Cabinet and Enclosure (serial number/VIN# P2500-1117-B427D, P2500-0117-B363D)

(2) GE Industrial Solutions 300kVA Uninterrupted Power Supply Units with Battery Cabinet and Enclosure (serial number/VIN# P300-3316-B204D, P300-1017-B424D)

(1) GE Industrial Solutions 225kVA Uninterrupted Power Supply Unit with Battery Cabinet and Enclosure (serial number/VIN# P300-4216-B300D)

(1) GE Industrial Solutions 150kVA Uninterrupted Power Supply Unit with Battery Cabinet and Enclosure (serial number/VIN# P0150-1416-B020R)

And including all purchase orders, additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements or exchanges therefor.

GE Industrial Financing Solutions, LLC 06/29/2017 20174280209
12854 Kenan Drive, Suite 201
Jacksonville, FL 32258

This Financing Statement covers equipment all more completely described on Annex A which is attached hereto and made a part hereof, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached Collateral Description

Annex A:

(1) GE Industrial Solutions 500kVA Uninterrupted Power Supply Unit with

**Secured Party/
Lessor**

File Date

File Number

Collateral Description

Battery Cabinet and Enclosure (serial number/VIN# P2500-1617-B467D)

(1) GE Industrial Solutions 15kVA Uninterrupted Power Supply Unit, Single Input, Internal 15 Minute Battery, IGBT Rectifier/Inverter, 240V Secondary Main Circuit Breaker (serial number/VIN# P0020-4914-B567R)

And including all purchase orders, additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements or exchanges therefor.

Wells Fargo Equipment Finance, Inc. PO Box 35713 Billings, MT 59107-5713	07/20/2017	20174816424	This Financing Statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered and integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments, accessories, accessions and additions thereto, and insurance, lease, sublease and other proceeds thereof. (23) CITRIX Model # UCSC-C240-M4S UCS C240 M4 SFF 8 HD W/O EXPDR CPU MEM HD PCIE PS W/ RAILKIT (serial nos. FCH2041V1B0, FCH2120V12X, FCH2120V1CN, FCH2120V1R5, FCH2120V29C, FCH2120V2A3, FCH2120V2AK, FCH2120V2AN, FCH2120V2BM, FCH2120V2E6, FCH2120V2EE, FCH2120V2PH, FCH2120V2PR, FCH2120V2PX, FCH2120V2Q4, FCH2120V2QB, FCH2122V1T9, FCH2122V1VL, FCH2122V1X0, FCH2122V1XL, FCH2122V1YD, FCH2122V1YE, FCH2112V175)
Key Equipment Finance, a Division of	07/26/2017	20174948748	All of Debtor's right, title, and interest in and to all Goods and property

Secured Party/ Lessor	File Date	File Number	Collateral Description
Keybank NA 1000 S. McCaslin Blvd., Superior, CO 80027			described herein and/or in the Schedule "A" attached, together with all proceeds and products thereof, accessions thereto, and replacements and substitutions therefor. 404 lights for Mnfg. Processing Building 2-278M 33 lights for Cafeteria Building 2-33B 45 lights for CMF Building 3-238-L 84 lights for IBP3 Building 3-1900 19 lights for Employment Center Building 40-0003V 70 lights for the South Hangar Building 4-118F 5 lights for Plant 2 Building 2-297F 31 lights for Engineering Lab Building 3-215W.
MB Equipment Finance, LLC 230 Schilling Circle Suite 340 Hunt Valley, MD 21031	8/9/2017	20175287674	(a) The material handling equipment leased pursuant to that certain Equipment Schedule No. 002 dated as of August 9, 2017, executed pursuant to that certain Master Lease Agreement dated as of January 5, 2017 (the "Lease"), each between Secured Party, as lessor, and Debtor, as lessee, together with all related software (embedded therein or otherwise), if any, and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier thereof, and any and all substitutions, replacements or exchanges for any such item of equipment; in each such case in which Debtor shall from time to time acquire and interest; and (b) all subleases, chattel paper, accounts, security deposits and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such collateral, in each such case in which debtor shall from

Secured Party/ Lessor	File Date	File Number	Collateral Description
			PURPOSES ONLY WITH RESPECT TO PARAGRAPH 2 (a) AND IS INTENDED TO REPRESENT A TRUE LEASE.
Wells Fargo Equipment Finance, Inc. PO Box 35713 Billings, MT 59107-5713	8/15/2017	20175416158	<p>This Financing Statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered and integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments, accessories, accessions and additions thereto, and insurance, lease, sublease and other proceeds thereof. See attached Schedule A.</p> <p>Schedule A:</p> <p>IBM SERVER/1:9119 MODEL MME, Model # MME, Serial No. 78F4B97</p> <p>IBM SERVER/1:9119 MODEL MME, Model # MME, Serial No. 78F7A97</p> <p>ES30 SHELF/15X3TB/SAS HHD/UPGRADE, Model # ES30 45TB, Serial No. APM00144438005</p> <p>ES30 SHELF/15X3TB/SAS HHD/UPGRADE, Model # ES30 45TB, Serial No. APM00144438006</p> <p>IBM SERVER/1:9119 MODEL MME, Model # MME, Serial No. 78C844G</p> <p>IBM SERVER/1:9119 MODEL MME, Model # MME, Serial No. 78CA6CG</p>
MB Equipment Finance, LLC 230 Schilling Circle Suite 340 Hunt Valley, MD 21031	9/15/2017	20176152562	The material handling equipment leased pursuant to that certain Equipment Schedule No. 003 dated as of September 15, 2017, executed pursuant to that certain Master Lease Agreement dates as of January 5, 2017 (the "Lease"), each between Secured Party, as lessor, and Debtor, as lessee,

Secured Party/ Lessor	File Date	File Number	Collateral Description
			<p>together with all related software (embedded therein or otherwise), if any, and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier thereof, and any and all substitutions, replacements or exchanges for any such item of equipment; in each such case in which Debtor shall from time to time acquire and interest; and (b) all subleases, chattel paper, accounts, security deposits and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such collateral, in each such case in which debtor shall from time to time acquire an interest; and (c) any and all insurance and/or other proceeds thereof. THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY WITH RESPECT TO PARAGRAPH 2(a) AND IS</p>

Makino Inc. 7680 Innovation Way Mason, OH 45040	9/25/2017	20176384769	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 303, ALONG WITH ALL ATTACHMENTS
Citibank, N.A., Its Branches, Subsidiaries and Affiliates 388 Greenwich Street, 10 th floor New York, NY 10013	9/26/2017	20176417312	All right, title and interest of SPIRIT AEROSYSTEMS, INC. ("Supplier") in and to all accounts and all other forms of obligations ("Accounts Receivable") owing to Supplier by THE BOEING COMPANY and its subsidiaries and affiliates ("Account Debtor"), whether now existing or hereafter created, arising out of Supplier's sale and delivery or goods and services to Account Debtor, to the extent such Accounts Receivable are purchased by Secured Party under that certain Supplier Agreement between Secured Party and Supplier, as such agreement

Secured Party/ Lessor	File Date	File Number	Collateral Description
			may be amended, supplemented or modified from time to time, and all collections thereon and proceeds thereof.
U.S. Bank Equipment Finance, A Division of U.S. Bank National Association 1310 Madrid Street Marshall, MN 56258(1)	9/26/2017	20176422940	(30000) PS MANAGED SERVICES — MONTHLY SCANNING — 1 YEAR TERM RENEWAL E-DOWNLOAD Normal SA (Promotional) — MANAGED SOP SOFTWARE (2) PS MANAGED SERVICES — MONTHLY SCANNING — ADDITIONAL 1 YEAR TERM E-DOWNLOAD Normal SA (Promotional) — MANAGED SOP SOFTWARE (30000) MANAGED DETECTION AND RESPONSE — UP TO 30,000 ASSETS — 1 YEAR TERM E-DOWNLOAD Normal SA (Promotional) — MANAGED SOP SOFTWARE (2) MANAGED DETECTION AND RESPONSE — UP TO 30,000 ASSETS — 1 YEAR TERM E-DOWNLOAD Normal SA (Promotional) — MANAGED SOP SOFTWARE BOD/Executive Presentation 2x per year (2) INSIGHTVM CERTIFIED ADMINISTRATOR TRAINING NORMAL (PROMOTIONAL) 2-Day Training Class for up to five (5) students using Rapid7's Virtual Training Lab

(1) Collateral Description restated 10/31/2017 pursuant to amendment, UCC filing no. 20177201231. PDF of lien search results has blank page where amended description should appear. Collateral description contained here reflects original filing.

Secured Party/ Lessor	File Date	File Number	Collateral Description
			(2) INSIGHTIDR CERTIFIED SPECIALIST TRAINING NORMAL (PROMOTIONAL) 2-Day Training Class for up to five (5) students-Delivered using Rapid7's Virtual Training Lab (1) PSO OPEN ENROLLMENT TRAINING —

INSIGHTVM AND INSIGHTIDR — ANNUAL TRAINING E-DOWNLOAD Normal LIC (PROMOTIONAL)

2-Day Training Class for up to five (5) students-Delivered using Rapid7's Virtual Training Lab

(1) STRATEGIC SERVICES — PROGRAM DEVELOPMENT — FIXED RATE NORMAL (PROMOTIONAL)

16 Days

2 Annual training of the following courses: InsightVM Certified Administrator Training OE, 2-Day Training Class for one (1) Student-Delivered remotely using Rapid7's Virtual Training Lab/InsightIDR Certified Administrator Training Cla

(1) STRATEGIC SERVICES — PROGRAM DEVELOPMENT — ENGAGEMENT TEAM — RATE PER HOUR NORMAL (PROMOTIONAL)

5 weeks

-Cyber Security Maturity Assessment against NIST 800-53 with a crosswalk for 800-71

(160) STRATEGIC SERVICES — PROGRAM DEVELOPMENT — ENGAGEMENT TEAM — RATE PER HOUR NORMAL (PROMOTIONAL)

-Cyber Security Maturity Assessment

**Secured Party/
Lessor**

File Date

File Number

Collateral Description

validation conducted after CSMA to check implementation of recommendations from CSMA

(100) STRATEGIC SERVICES — PROGRAM DEVELOPMENT — ENGAGEMENT TEAM — RATE PER HOUR NORMAL (PROMOTIONAL)

-Year 1 / -Consulting retainer

(100) STRATEGIC SERVICES — PROGRAM DEVELOPMENT — ENGAGEMENT TEAM — RATE PER HOUR NORMAL (PROMOTIONAL)

-Year 2 / -Consulting retainer

(100) STRATEGIC SERVICES — PROGRAM DEVELOPMENT — ENGAGEMENT TEAM — RATE PER HOUR NORMAL (PROMOTIONAL)

Together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

The Huntington National Bank, Equipment Finance Division, 525 Vine Street, 14th floor Cincinnati, OH 45202

9/29/2017

20176511361

The word "Collateral" means all goods and property described on the attached Exhibit A or described below, whether now existing or hereafter arising, and wherever located, and whether considered equipment, inventory, or fixtures under the UCC and all attachments,

accessions, accessories, fittings, increases, tools, parts, repairs, supplier, and commingled goods relating to the foregoing property; all additions, replacements of and substitutions for all or any part of the foregoing property, all insurance refunds relating to the foregoing property; all good will relating to the

Secured Party/ Lessor	File Date	File Number	Collateral Description
			foregoing property; all books, records and data and embedded software relating to the foregoing property, and all property and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and any and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. Any and all Collateral arising from Schedule 301 and, subsequently, 001 to that certain Master Lease Agreement dated July 27, 2017 and Assignment of Purchase Agreements dated as of August 2, 2017. AMENDED 04/11/2018 pursuant to UCC filing no. 20182470033 to add to collateral description: Collateral includes equipment financed under 101-0013486-002.
Makino Inc. 7680 Innovation Way Mason, OH 45040	10/9/2017	20176723107	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 305, ALONG WITH ALL ATTACHMENTS
Makino Inc. 7680 Innovation Way Mason, OH 45040	10/23/2017	20170655763	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 307, ALONG WITH ALL ATTACHMENTS
Wells Fargo Equipment Finance, Inc. PO Box 35713 Billings, MT 59107-5713	10/27/2017	20177129143	This Financing Statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered and integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments,

Secured Party/ Lessor	File Date	File Number	Collateral Description
			accessories, accessions and additions thereto, and insurance, lease, sublease and other proceeds thereof. Equipment: See Attached Schedule A made a part thereto.
Makino Inc. 7680 Innovation Way Mason, OH 45040	11/16/2017	20177637384	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 308, ALONG WITH ALL ATTACHMENTS
Makino Inc. 7680 Innovation Way Mason, OH 45040	11/28/2017	20177855713	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 309, ALONG WITH ALL ATTACHMENTS
Makino Inc. 7680 Innovation Way Mason, OH 45040	12/15/2017	20178315469	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 54, ALONG WITH ALL ATTACHMENTS
Makino Inc. 7680 Innovation Way Mason, OH 45040	12/20/2017	20178452452	ONE (1) MAKINO MACHINE WITH SERIAL NUMBER 310, ALONG WITH ALL ATTACHMENTS
GE Industrial Financing Solutions, LLC	12/22/2017	20178497556	This Financing Statement covers equipment all more

12854 Kenan Drive, Suite 201
Jacksonville, FL 32258

completely described on Annex A which is attached hereto and made a part hereof, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached Collateral Description

Annex A:

(1) GE Industrial Solutions 750kVA/750kW, 480/277V, 60Hz Single/Dual Input Module, Uninterrupted Power Supply Unit with IGBT Rectifier, IGBT Inverter, Bypass Inductor, NO Internal MBP, Battery Cabinet and Enclosure (serial number/VIN# AS2750-4417-B132A)

(1) GE Industrial Solutions 400kVA/400kW, 480/277V, 60Hz Single/Dual Input Module, Uninterrupted Power Supply Unit with IGBT Rectifier, IGBT Inverter, Bypass

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**Secured Party/
Lessor**

File Date

File Number

Collateral Description

Inductor, NO Internal MBP, Battery Cabinet and Enclosure (serial number/VIN# P2500-2817-B490D)

(1) GE Industrial Solutions 80kVA/64kW, 480/277V, 60Hz Single/Dual Input Uninterrupted Power Supply Unit, no Internal Batteries, Thyristor Rectifier w/ 5th THD Filter, IGBT Inverter with Battery Cabinet and Enclosure (serial number/VIN# P0080-4914-B574R)

And including all purchase orders, additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements or exchanges therefor.

PNC Equipment Finance, LLC.
995 Dalton Avenue
Cincinnati, OH 45203

3/19/2018

20181873203

Secured Party, as Lessor, and Debtor, as Lessee, have entered into or will enter into a Master Lease Agreement dated July 27, 2017, and Equipment Schedule No. 209182000, and related documents under which Secured Party will lease to Debtor the items of equipment that are summarized in the attached Addendum and more fully described in the foregoing lease documents. This Financing Statement covers all of Debtor's right, title and interest in and to such leased equipment and all subleases thereof, all general intangibles (including payment intangibles), accounts, chattel paper (including electronic chattel paper), documents, instruments, investment property, software and goods relating to, arising from or embedded in any of such leased equipment and subleases, all supporting obligations of all of the foregoing, and all cash and non-cash proceeds and products (including but not limited to insurance proceeds) of all of the foregoing, and all additions and

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**Secured Party/
Lessor**

File Date

File Number

Collateral Description

accessions thereto, substitutions therefor and replacements thereof, in each case wherever located and whether now existing or hereafter acquired or arising. The filing of this Financing Statement is precautionary only and shall not be construed as evidence of the intent of the parties to enter into any transaction other than that of a lease.

Attached Collateral Description:

- (1) IBM 2076 STORWIZE V7000F CONTROL ENCLOSURE (Item Number 2076-AF6)
- (8) 5M FIBER CABLE (LC) (2076-AF6-5305)
- (6) V700 AFA PROMO — FC AHHB (2076-RPQ-8S1539)
- (1) POWER CORD — PDU CONNECTION (2076-AF6-9730)
- (1) ENCRYPTION ENABLEMENT (2076-AF6-ACE1)
- (1) ENCRYPTION USB FLASH DRIVES (FOUR PACK) (2076-AF6-ACEA)
- (1) 256 GB CACHE UPGRADE (2076-AF6-ACHG)
- (2) 10M OM3 FIBER CABLE (LC) (2076-AF6-ACSS)
- (1) SHIPPING AND HANDLING (2076-AF6-AGBM)
- (1) 16GB FC 4 PORT ADAPTER PAIR (2076-AF6-AHB3)
- (1) 10GB ETHERNET ADAPTER PAIR (2076-AHB5)
- (1) COMPRESSION ACCELERATOR (2076-AF6-AHC1)

Secured Party/ Lessor	File Date	File Number	Collateral Description
			(12) 3.84 TB 2.5 INCH FLASH DRIVE (2076-AF6-AHHB)
			(1) IBM SPECTRUM VIRTUALIZE SOFTWARE FOR STO (5639-CBB)
			(1) IBM STORWIZE V7000 CONTROLLER FULL FEATU (5639-CBB-0004)
			(1) IBM STORWIZE V7000 CONTROLLER BASE SW WI (5639-CBB-0005)
			(1) IBM SPECTRUM VIRTUALIZE SOFTWARE FOR STO (5639-CBH)
			(1) BASE SOFTWARE CONTROLLER PER STORAGE DEV ((5639-CBH-0001)
			(1) FULL FEATURE CONTROLLER PER STORAGE DEV (5639-CBH-0005)
			(1) COM WSU ONLY 24X7 4HR (2076-COM WSU 24X7 4HR)
			(1) STORWIZE V7000F CONTROL (2076-HW MAINTENANCE B)
			(1) SWMA STORWIZE V7000 CTRL SW (2076-SWSTWZ V7 CTRL PR)

MB Equipment Finance, LLC 230 Schilling Circle Suite 340 Hunt Valley, MD 21031	5/29/2018	20183631252	The material handling equipment, more fully described below or on the attached, leased pursuant to that certain Equipment Schedule No. 004 dated as of May 29, 2018, executed pursuant to that certain Master Lease Agreement dated as of January 5, 2017 (the "Lease"), each between Secured Party, as lessor, and Debtor, as
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lessee, together with all related software (embedded therein or otherwise), if any, and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier thereof, and

Secured Party/ Lessor	File Date	File Number	Collateral Description
			any and all substitutions, replacements or exchanges for any such item of equipment; in each such case in which Debtor shall from time to time acquire and interest; and any and all insurance and/or other proceeds thereof. One (1) Caterpillar EC25N2 Electric Forklift S/N: ATB3051704
PNC Equipment Finance, LLC. 995 Dalton Avenue Cincinnati, OH 45203	6/5/2018	20183816499	Secured Party, as Lessor, and Debtor, as Lessee, have entered into or will enter into a Master Lease Agreement dated July 27, 2017, and Equipment Schedule No. 209182000, and related documents under which Secured Party will lease to Debtor the items of equipment that are summarized in the attached Addendum and more fully described in the foregoing lease documents. This Financing Statement covers all of Debtor's right, title and interest in and to such leased equipment and all subleases thereof, all general intangibles (including payment intangibles), accounts, chattel paper (including electronic chattel paper), documents, instruments, investment property, software and goods relating to, arising from or embedded in any of such leased equipment and subleases, all supporting obligations of all of the foregoing, and all cash and non-cash proceeds and products (including but not limited to insurance proceeds) of all of the foregoing, and all additions and accessions thereto, substitutions therefor and replacements thereof, in each case wherever located and whether now existing or hereafter acquired or arising. The filing of this Financing Statement is precautionary only and shall not be construed as evidence of the intent of the parties to enter into any transaction other than

Secured Party/ Lessor	File Date	File Number	Collateral Description
			that of a lease.

Liens described in the financing statements set forth below naming the Borrower, as consignee, each filed with the Delaware Secretary of State:

Consignor	File Date	File Number	Collateral Description
Alcoa Inc. 4879 State Street Bettendorf, IA 52722	04/29/2015	20151837805	All aluminum sheet and other products owned by Alcoa Inc. or by any of its subsidiaries or affiliates, as consignee, and held by or stored at Spirit AeroSystems, Inc., as consignee, under a vendor owned inventory (VOI) arrangement; and any and all proceeds of such property.

Liens described in the financing statements set forth below naming Spirit Aerosystems North Carolina, Inc. as borrower and/or lessee, each filed with the North Carolina Secretary of State:

Secured Party / Lessor	File Date	File Number	Collateral Description
MB Equipment Finance, LLC 230 Schilling Circle Suit 340 Hunt Valley, MD 21031	3/6/2017	20170022498G	The eight (8) Genie GS 1930 Self Propelled Electric Scissor Lifts with serial numbers GS30P-162350, GS30P-

163176, GS30P-163179, GS30P-163181, GS30P-163185, GS30P-163186, GS30P-163188, GS30P-163191 equipment leased pursuant to that certain Equipment Schedule No. 100539-01-01-OL001 dated as of March 6, 2017, executed pursuant to that certain Master Lease Agreement dated as of January 5, 2017 (the "Lease"), each between Secured Party, as lessor, and Debtor, as lessee, together with all related software (embedded therein or

Secured Party / Lessor	File Date	File Number	Collateral Description
			<p>otherwise), if any, and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier thereof, and any and all substitutions, replacements or exchanges for any such item of equipment; in each such case in which Debtor shall from time to time acquire and interest; and (b) all subleases, chattel paper, accounts, security deposits and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such collateral, in each such case in which debtor shall from time to time acquire an interest; and (c) any and all insurance and/or other proceeds thereof. THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY WITH RESPECT TO PARAGRAPH 2(a) AND IS INTENDED TO REPRESENT A TRUE LEASE.</p>
<p>GE Industrial Financing Solutions, LLC 12854 Kenan Drive, Suite 201 Jacksonville, FL 32258</p>	<p>6/30/2017</p>	<p>20170068952A</p>	<p>This Financing Statement covers equipment all more completely described on Annex A which is attached hereto and made a part hereof, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached thereto; and any and all insurance and other proceeds thereof.</p> <p>Annex A:</p>

Secured Party / Lessor	File Date	File Number	Collateral Description
			<p>(2) GE Industrial Solutions 500kVA Uninterrupted Power Supply Units with Battery Cabinet and Enclosure (serial number/VIN# P2500-1917-B471D, P2500-1617-B468D)</p> <p>(2) GE Industrial Solutions 400kVA Uninterrupted Power Supply Units with Battery Cabinet and Enclosure (serial number/VIN# P2500-1117-B427D, P2500-0117-B363D)</p> <p>(2) GE Industrial Solutions 300kVA Uninterrupted Power Supply Units with Battery Cabinet and Enclosure (serial number/VIN# P300-3316-B204D, P300-1017-B424D)</p> <p>(1) GE Industrial Solutions 225kVA Uninterrupted Power Supply Unit with Battery Cabinet and Enclosure (serial number/VIN# P300-4216-B300D)</p> <p>(1) GE Industrial Solutions 150kVA Uninterrupted Power Supply Unit with Battery Cabinet and Enclosure (serial number/VIN# P0150-1416-B020R)</p> <p>And including all purchase orders, additions, attachments, accessories and accessions thereto, and</p>

any and all substitutions, upgrades, replacements or exchanges therefor.

MB Equipment Finance, LLC 230 Schilling Circle Suit 340	9/15/2017	20170095692B	The material handling equipment leased pursuant to that certain Equipment Schedule No. 003 dated as of September
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**Secured Party /
Lessor**

Secured Party / Lessor	File Date	File Number	Collateral Description
Hunt Valley, MD 21031			15, 2017, executed pursuant to that certain Master Lease Agreement dates as of January 5, 2017 (the "Lease"), each between Secured Party, as lessor, and Debtor, as lessee, together with all related software (embedded therein or otherwise), if any, and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier thereof, and any and all substitutions, replacements or exchanges for any such item of equipment; in each such case in which Debtor shall from time to time acquire and interest; and (b) all subleases, chattel paper, accounts, security deposits and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such collateral, in each such case in which debtor shall from time to time acquire an interest; and (c) any and all insurance and/or other proceeds thereof. THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY WITH RESPECT TO PARAGRAPH 2(a) AND IS INTENDED TO REPRESENT A TRUE LEASE.

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Liens in France set forth below naming Spirit AeroSystems France SARL as borrower and/or lessee:

Secured Party / Lessor	File Date	Collateral Description
CIT Group Location (France) 8 R Eugene Et Armand Peugeot 92500 Rueil Malmaison	1/4/2016	Notebook Latitude E6430, 2 Notebooks Latitudes E6430, 2 Non Dell Tier, 1 Desktop and Notebooks Thinkpad W530

Mortgage against the Borrower's Property set forth below registered with the Register of Deeds of Sedgwick County, Kansas:

Secured Party / Lessor	File Date	File Number	Collateral Description
Eclipse Investment Association, a body corporate and politic formed by the City of Wichita, Kansas, and Sedgwick County, Kansas c/o City of Wichita Attn: City Manager City Hall, 13 th floor 455 N. Main Wichita, KS 67202	5/21/2018	29771173	Mortgage for \$10,000,000 on 150,000 square foot advanced technology warehouse in Spirit's aerospace and related manufacturing enterprises pursuant to Project Eclipse - Development Agreement, dated April 25, 2018, by and between the City of Wichita, Kansas, Sedgwick County, Kansas, Spirit AeroSystems, Inc. and Eclipse Investment Association.

Other security interests in connection with New Market Tax Credits:

Secured Party / Lessor	File Date	Collateral Description
CNMC SUB-CDE 129, LLC, 10 S. Dearborn Street, 19th Floor, Mail Code: IL 1-0953, Chicago, IL 60603 (3/21/2017	Account Pledge and Control Agreement (Disbursement Account): Disbursement Account, the Unreleased Funds, and all cash and non-cash proceeds of all or any of the foregoing, in whatever form, and all proceeds of such proceeds, as additional security for the Obligations
CONSORTIUM AMERICA XXII, LLC		

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Secured Party / Lessor	File Date	Collateral Description
1055 Thomas Jefferson Street, N.W., Suite 600, Washington, DC 20007		
CBKC SUBSIDIARY CDE XXXVI, LLC 2301 Independence Blvd., Kansas City, MO 64124		
MRC XXII, LLC 1001 Peoples Square, Waterloo, IA 50702		
CONSORTIUM AMERICA XXII, LLC 1055 Thomas Jefferson Street, N.W., Suite 600, Washington, DC 20007	3/21/2017	Account Pledge and Control Agreement (CA Lender Reserve Account): Reserve Account, the Unreleased Funds, and all cash and non-cash proceeds of all or any of the foregoing, in whatever form, and all proceeds of such proceeds, as additional security for the Obligations.
CBKC SUBSIDIARY CDE XXXVI, LLC 2301 Independence Blvd., Kansas City, MO 64124, and		Account Pledge and Control Agreement (CBKC Lender Reserve Account) Reserve Account, the Unreleased Funds, and all cash and non-cash proceeds of all or any of the foregoing, in whatever form, and all proceeds of such proceeds, as additional security for the Obligations.

Security interests in connection with the following Permitted Incentive Programs:

1. New Market Tax Credits issued March 21, 2017 and all documents in connection therewith.
2. Economic Development Agreement, dated December 4, 2017, by and between Spirit AeroSystems North Carolina, Inc. and The County of Lenoir and 2017 North Carolina Performance Agreement - \$55,766,455 investment at its existing Spirit facilities
3. North Carolina Governmental Incentive Agreements for Global Transpark, dated May 14, 2008, by and between The North Carolina Global Transpark Authority, Golden LEAF (as

applicable), and Spirit AeroSystems, Inc. Amended and Restated Community Economic Development Agreement, dated May 14, 2008, by and between Spirit AeroSystems North Carolina, Inc. Spirit AeroSystems, Inc. and the Economic Investment Committee of the State of North Carolina.

4. PEAK - Promoting Employment Across Kansas Incentive Agreement, dated July 21, 2016, by and between the State of Kansas, Department of Commerce, and Spirit AeroSystems, Inc., as amended by that certain First Addendum thereto dated October 1, 2017.
5. PEAK — Promoting Employment Across Kansas Incentive Agreement, dated September 1, 2016, by and between the Kansas Department of Commerce and Spirit AeroSystems, Inc.
6. Project Eclipse - Development Agreement, dated April 25, 2018, by and between the City of Wichita, Kansas, Sedgwick County, Kansas, Spirit AeroSystems, Inc. and Eclipse Investment Association.
7. Project Eclipse - Promoting Employment Across Kansas Incentive Agreement, dated October 1, 2017, by and between the State of Kansas, Department of Commerce, and Spirit AeroSystems, Inc.
8. Project Eclipse - Promoting Employment Across Kansas Incentive Agreement, dated October 1, 2018, by and between the State of Kansas, Department of Commerce, and Spirit AeroSystems, Inc.
9. Scottish Enterprise Grants:
 - a. £400,000 Scottish Enterprise offer letter dated June 24, 2014 and related guarantee from Spirit AeroSystems, Inc. dated July 22, 2014.
 - b. £ 1,000,000 Scottish Enterprise offer letter dated August 26, 2015 and related guarantee from Spirit AeroSystems, Inc. dated January 4, 2016.
 - c. £ 2,100,000 Scottish Enterprise offer letter dated October 24, 2017 and related guarantee from Spirit AeroSystems, Inc. dated November 2, 2017.
10. \$80,000,000 aggregate principal amount of Kansas Development Finance Authority Revenue Bonds (Spirit AeroSystems, Inc. Project) Series 2005J, dated December 16, 2005 (the “Bonds”), including related Incentive Agreement, dated June 30, 2005, between the State of Kansas, Department of Commerce, and Spirit AeroSystems, Inc.
11. Development Agreement, dated April 25, 2018 (including all attachments thereto), among City of Wichita, Kansas, Sedgwick County, Kansas, Spirit AeroSystems, Inc. and Eclipse Investment Association - \$435,000,000 investment at Spirit facility (“2018 Development

Schedule 8.04

Existing Investments

1. Investments relating to the Tenants-In-Common Management Agreement, dated on or about October 3, 1980, by and among Mid-Western Aircraft Systems, Inc., The Boeing Company and the other tenants party thereto, as the same has been amended, restated or otherwise modified from time to time.
2. Investment by Spirit AeroSystems International Holdings, Inc. in Joint Venture, Taikoo Spirit AeroSystems (JINJIANG) Composite Co., Ltd.
3. Borrower’s 77% equity ownership of Kansas Industrial Energy Supply Company.

Schedule 11.02

Certain Addresses for Notices

1. Loan Parties

Borrower and Guarantors:

Spirit AeroSystems, Inc.
 3801 South Oliver Street
 Wichita, Kansas 67210
 Attention: Rhonda Harkins, Treasurer
 Telephone: ###-###-####
 Electronic Mail: #####

with copies (which shall not constitute notice) to:

Spirit AeroSystems, Inc.
 3801 South Oliver Street
 Wichita, Kansas 67210
 Attention: Kelly Gaide, Assistant General Counsel and Assistant Corporate Secretary
 Telephone: ###-###-####
 Electronic Mail: #####

and

Sullivan & Cromwell LLP
 125 Broad Street
 New York, New York 10004
 Attention: Neal McKnight, Esq.
 Telephone: 212-558-3316
 Electronic Mail: McKnightN@sullcrom.com

2. Administrative Agent

For payments and Requests for Credit Extensions:

Bank of America, N.A.
 101 North Tryon Street
 Mail Code: NC1-001-05-46
 Charlotte, NC 28255
 Attention: Christina Melchior
 Telephone: ###-###-####
 Telecopier: ###-###-####
 Electronic Mail: #####

Account Information (for U.S. Dollars):
Bank of America, N.A.
New York, New York
ABA #: #####
Acct.#: #####
Account Name: Wire Clearing Acct for Syn Loans —LIQ
Ref: Spirit Aerosystems, Inc.

For all other Notices (Financial Statements, Compliance Certificates):

Bank of America, N.A.
Agency Management
555 California Street, 4th Floor
Mail Code: CA5-705-04-09
San Francisco, CA 94104
Attention: Kevin Ahart
Phone: ###-###-####
Fax: ###-###-####
Email: #####

3. L/C Issuers:

Bank of America, N.A.
Trade Operations
1 Fleet Way
Mail Code: PA6-580-02-30
Scranton, PA 18507
Attn: Michael Grizzanti
Phone: ###-###-####
Fax Number: ###-###-####
Email: #####

Mizuho Bank, Ltd.
1800 Plaza Ten, Harborside Financial Ctr.
Jersey City, NJ 07311
Attention: Margaret Schwed
Phone: ###-###-####
Fax: ###-###-####
Email: LAU_Agent@mizuhocbus.com

Citibank, N.A.
388 Greenwich Street
New York, NY 10013
Attention: Thu Tu
Telephone: ###-###-####
Email: #####

4. Swing Line Lender:

Bank of America, N.A.
101 North Tryon Street
Mail Code: NC1-001-05-46
Charlotte, NC 28255
Attention: Christina Melchior
Telephone: ###-###-####
Telecopier: ###-###-####
Electronic Mail: #####

Account Information (for U.S. Dollars):
Bank of America, N.A.
New York, New York
ABA #: #####
Acct.#: #####
Account Name: Wire Clearing Acct for Syn Loans —LIQ
Ref: Spirit Aerosystems, Inc.

Exhibit 2.01(d)(ii)

[Form of] Add-On Term Loan Lender Joinder Agreement

THIS ADD-ON TERM LOAN LENDER JOINDER AGREEMENT dated as of _____, 20____ (this "Agreement") is by and among each of the Persons identified as "Lenders" on the signature pages hereto (each, an "Add-On Term Loan Lender"), Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), and Bank of America, N.A., in its capacity as Administrative Agent. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided in the Credit Agreement (defined below).

WITNESSETH

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, certain of the Lenders have agreed to provide the Borrower with revolving credit and term loan facilities;

WHEREAS, pursuant to Section 2.01(d)(ii) of the Credit Agreement, the Borrower has requested that each Add-On Term Loan Lender provide a portion of the Add-On Term Loan under the Credit Agreement; and

WHEREAS, each Add-On Term Loan Lender party hereto has agreed to provide an Add-on Term Loan Commitment, and in the case of any Person that is not an existing Lender (an "Additional Lender"), to become a Lender under the Credit Agreement and provide an Add-On Term Loan Commitment in connection therewith;

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

1. Each Add-On Term Loan Lender party hereto severally agrees to make its portion of the Add-On Term Loan in a single advance to the Borrower on the date hereof in the amount of its respective Add-On Term Loan Commitment. The Add-On Term Loan Commitment for each of such Add-On Term Loan Lenders shall be as set forth on Schedule I attached hereto. The existing Schedule I to the Credit Agreement shall be deemed to be amended to include the information set forth on Schedule I attached hereto.
2. The Applicable Rate with respect to the Add-On Term Loan shall be (a) [_____ %], with respect to Eurodollar Rate Loans, and (b) [_____ %], with respect to Base Rate Loans.
3. The Add-On Term Loan Maturity Date with respect to the Add-On Term Loan established pursuant to this Agreement shall be [_____].
4. The Borrower shall repay to the Add-On Term Loan Lenders party hereto the principal amount of the Add-On Term Loan in quarterly installments on the dates set forth below as follows:]

Date	Principal Amortization Payment
Add-On Term Loan Maturity Date	Outstanding Amount

5. Each Additional Lender hereby (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Additional Lender under Section 2.01(d)(ii) of the Credit Agreement, (iii) from and after the date hereof, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 7.01(a) and (b) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any Arranger or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Each of the Administrative Agent, the Borrower and the Parent Guarantor agrees that, as of the date hereof, each Additional

Lender shall (a) be a party to the Credit Agreement and the other Loan Documents, (b) be a "Lender" for all purposes of the Credit Agreement and the other Loan Documents and (c) have the rights and obligations of a Lender under the Credit Agreement and the other Loan Documents.

3. The address of each Additional Lender for purposes of all notices and other communications is as set forth on the Administrative Questionnaire delivered by such Additional Lender to the Administrative Agent.

4. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

5. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

LENDERS: [INSERT LENDERS]
By: _____
Name:
Title:

BORROWER: SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation
By: _____
Name:
Title:

PARENT GUARANTOR: SPIRIT AEROSYSTEMS HOLDINGS, INC.,
a Delaware corporation
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first written above:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

Exhibit 2.02

[Form of] Loan Notice

Date: _____,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the

meanings assigned to such terms in the Credit Agreement.

The undersigned hereby requests (select one):

- A Borrowing of [a Revolving Loan][the Term A Loan][a Delayed Draw Term Loan][an Add-On Term Loan]
- A conversion or continuation of [a Revolving Loan][the Term A Loan][a Delayed Draw Term Loan][an Add-On Term Loan]

1. On _____ (a Business Day).
2. In the amount of \$ _____.
3. Comprised of [Eurodollar Rate][Base Rate] Loans.
4. For Eurodollar Rate Loans: with an Interest Period of [one (1)][two (2)][three (3)][six (6)] months.(1)

The Borrowing, if any, requested herein (i) complies with Section 2.01(a), (b), (c) and/or (d)(ii), as applicable, of the Credit Agreement and Section 2.02(a) of the Credit Agreement and (ii) the Borrower hereby represents and warrants that each of the conditions set forth in Section 5.02 of the Credit Agreement has been satisfied on and as of the date of such Borrowing. Any continuation or conversion complies with Section 2.02 (c) of the Credit Agreement.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

(1) Other periods twelve (12) months or less require the consent of all Lenders.

Exhibit 2.04(b)

[Form of] Swing Line Loan Notice

Date: _____,

To: [_____], as Swing Line Lender
Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned hereby requests a Swing Line Loan:

1. On _____ (a Business Day).
2. In the amount of \$ _____.

The Borrowing of the Swing Line Loan requested herein complies with the requirements of Section 2.04(a) of the Credit Agreement, and the Borrower hereby represents and warrants that each of the conditions set forth in Section 5.02 of the Credit Agreement has been satisfied on and as of the date of such Borrowing of such Swing Line Loan.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit 2.05(a)

[Form of] Notice of Prepayment and/or Reduction/Termination of Commitments

Date: _____,

To: Bank of America, N.A., as Administrative Agent
[[_____] , as Swing Line Lender]

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Notice is hereby given that the Borrower intends to (select one):

- Prepay [a Revolving Loan][the Term A Loan][a Delayed Draw Term Loan][an Add-On Term Loan] comprised of [Eurodollar Rate][Base Rate] Loans.
- Prepay a Swing Line Loan.
- Permanently reduce the Aggregate Revolving Commitments.
- Terminate the Aggregate Revolving Commitments.

1. On _____ (a Business Day).

2. In the amount of \$ _____.

The prepayment described herein complies with Section 2.05(a)(i), 2.05(a)(ii) or Section 2.06(a), as applicable, of the Credit Agreement.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit 2.11(a)

[Form of] [Second] [Amended and Restated] Revolving Note

[_____, 20__]

FOR VALUE RECEIVED, Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Revolving Loan from time to time made by the Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Revolving Loan from the date of such Revolving Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the Default Rate set forth in the Credit Agreement.

This [Second] [Amended and Restated] Revolving Note (this "Revolving Note") is one of the Revolving Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Revolving Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Revolving Note shall become, or may be declared to be, immediately

due and payable all as provided in the Credit Agreement. Revolving Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Revolving Note and endorse thereon the date, amount and maturity of its Revolving Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Note.

THIS REVOLVING NOTE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS REVOLVING NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[This Revolving Note amends and restates, and is given in replacement of, and not in payment of, that certain [Amended and Restated] Revolving Note, dated as of [] (the "Existing Note"), given by the Borrower in favor of the Lender and is in no way intended, and shall not be deemed or construed, to constitute a novation of the Existing Note.]

[Signature on Following Page]

IN WITNESS WHEREOF, the Borrower has caused this Revolving Note to be duly executed by its duly authorized officer as of the day and year first above written.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit 2.11(b)

[Form of] [Second] [Amended and Restated] Swing Line Note

[, 20]

FOR VALUE RECEIVED, Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Swing Line Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Swing Line Loan from time to time made by the Swing Line Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Swing Line Loan from the date of such Swing Line Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made directly to the Swing Line Lender in Dollars in immediately available funds at the Swing Line Lender. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the Default Rate set forth in the Credit Agreement.

This [Second] [Amended and Restated] Swing Line Note (this "Swing Line Note") is one of the Swing Line Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Swing Line Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Swing Line Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Swing Line Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Swing Line Note and endorse thereon the date, amount and maturity of its Swing Line Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Swing Line Note.

THIS SWING LINE NOTE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SWING LINE NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[This Swing Line Note amends and restates, and is given in replacement of, and not in payment of, that certain [Amended and Restated]

Swing Line Note, dated as of [] (the "Existing Note"), given by the Borrower in favor of the Swing Line Lender and is in no way intended, and shall not be deemed or construed, to constitute a novation of the Existing Note.]

[Signature on Following Page]

IN WITNESS WHEREOF, the Borrower has caused this Swing Line Note to be duly executed by its duly authorized officer as of the day and year first above written.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit 2.11(c)

[Form of] [Amended and Restated] Term A Note

[, 20]

FOR VALUE RECEIVED, Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of the Term A Loan made by the Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of the Term A Loan from the Effectiveness Date until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the Default Rate set forth in the Credit Agreement.

This [Amended and Restated] Term A Note (this "Term A Note") is one of the Term A Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term A Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Term A Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. The Term A Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term A Note and endorse thereon the date, amount and maturity of its Term A Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term A Note.

THIS TERM A NOTE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERM A NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[This Term A Note amends and restates, and is given in replacement of, and not in payment of, that certain Term A Note, dated as of [] (the "Existing Note"), given by the Borrower in favor of the Lender and is in no way intended, and shall not be deemed or construed, to constitute a novation of the Existing Note.]

[Signature on Following Page]

IN WITNESS WHEREOF, the Borrower has caused this Term A Note to be duly executed by its duly authorized officer as of the day and year first above written.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____

Name:
Title:

Exhibit 2.11(d)

[Form of] Delayed Draw Term Loan Note

[, 20]

FOR VALUE RECEIVED, Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of the Delayed Draw Term Loan made by the Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of the Delayed Draw Term Loan from the date of such Delayed Draw Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the Default Rate set forth in the Credit Agreement.

This Delayed Draw Term Loan Note is one of the Delayed Draw Term Loan Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Delayed Draw Term Loan Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Delayed Draw Term Loan Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Delayed Draw Term Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Delayed Draw Term Loan Note and endorse thereon the date, amount and maturity of its Delayed Draw Term Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Delayed Draw Term Loan Note.

THIS DELAYED DRAW TERM LOAN NOTE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS DELAYED DRAW TERM LOAN NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature on Following Page]

IN WITNESS WHEREOF, the Borrower has caused this Delayed Draw Term Loan Note to be duly executed by its duly authorized officer as of the day and year first above written.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit 2.11(e)

[Form of] Add-On Term Note

[, 20]

FOR VALUE RECEIVED, Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of the Add-On Term Loan made by the Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized

terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of the Add-On Term Loan from the date of such Add-On Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent’s Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the Default Rate set forth in the Credit Agreement.

This Add-On Term Note is one of the Add-On Term Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Add-On Term Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Add-On Term Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Add-On Term Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Add-On Term Note and endorse thereon the date, amount and maturity of its Add-On Term Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Add-On Term Note.

THIS ADD-ON TERM NOTE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS ADD-ON TERM NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature on Following Page]

IN WITNESS WHEREOF, the Borrower has caused this Add-On Term Note to be duly executed by its duly authorized officer as of the day and year first above written.

SPIRIT AEROSYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit 3.01-1

[Form Of] U.S. Tax Compliance Certificate

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the “Credit Agreement”), among Spirit AeroSystems, Inc., a Delaware corporation (the “Borrower”), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the “Parent Guarantor”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacity as Administrative Agent.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

Exhibit 3.01-2

[Form Of] U.S. Tax Compliance Certificate

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., in its capacity as Administrative Agent.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

Exhibit 3.01-3

[Form Of] U.S. Tax Compliance Certificate

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., in its capacity as Administrative Agent.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from

each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

Exhibit 3.01-4

[Form Of] U.S. Tax Compliance Certificate

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., in its capacity as Administrative Agent.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

Exhibit 7.01(c)

[Form of] Compliance Certificate

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the "Credit Agreement"), among Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned Financial Officer hereby certifies as of the date hereof that he/she is the _____ of the Parent Guarantor, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Parent Guarantor, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 7.01(b) of the Credit Agreement for the Fiscal Year of the Parent Guarantor ended as of the above date, certified (without an Impermissible Qualification) by an independent certified public accountant as required by such section.

[Use the following paragraph 1 for fiscal year-end financial statements delivered electronically]

1. The year-end audited financial statements required by Section 7.01(b) of the Credit Agreement for the Fiscal Year of the Parent Guarantor ended as of the above date, certified (without an Impermissible Qualification) by an independent certified public accountant as required by such section have been electronically delivered to the Administrative Agent pursuant to the provisions set forth in Section 7.01 of the Credit Agreement.

[Use following paragraph 1 for fiscal quarter-end financial statements]

1. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 7.01(a) of the Credit Agreement for the Fiscal Quarter of the Parent Guarantor ended as of the above date. Such financial statements fairly present in all material respects the financial position, results of operations and cash flows of the Parent Guarantor and its Subsidiaries in accordance with GAAP consistently applied as at such date.

[Use the following paragraph 1 for fiscal quarter-end financial statements delivered electronically]

1. The unaudited financial statements required by Section 7.01(a) of the Credit Agreement for the Fiscal Quarter of the Parent Guarantor ended as of the above date have been electronically delivered

to the Administrative Agent pursuant to the provisions set forth in Section 7.01 of the Credit Agreement. Such financial statements fairly present in all material respects the financial position, results of operations and cash flows of the Parent Guarantor and its Subsidiaries in accordance with GAAP consistently applied as at such date.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and the other Loan Documents and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Parent Guarantor and its Subsidiaries during the accounting period covered by such financial statements.

3. An examination of the activities of the Parent Guarantor and its Subsidiaries during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Parent Guarantor and the Borrower have performed and observed all their obligations under the Loan Documents, and

[select one:]

[to the awareness of the undersigned after examination necessary for the signing of this Certificate, during such fiscal period each of the Parent Guarantor and the Borrower performed and observed each covenant and condition of the Loan Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

—or—

[during such fiscal period the following covenants or conditions have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

4. The financial covenant analyses forth on Schedule 2 attached hereto show compliance with, each of the financial ratios and restrictions contained in the Financial Covenants.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, _____.

SPIRIT AEROSYSTEMS HOLDINGS, INC.,
a Delaware corporation

By: _____
Name:
Title: [Must be a Financial Officer]

Exhibit 9.05

[Form of] Guaranteed Party Designation Notice

Date: _____,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

THIS GUARANTEED PARTY DESIGNATION NOTICE is made by _____, a _____ (the "Designor"), to BANK OF AMERICA, N.A., as Administrative Agent under that certain Credit Agreement referenced below (in such capacity, the "Administrative Agent"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, Spirit AeroSystems, Inc., a Delaware corporation (the "Borrower"), Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Parent Guarantor"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent have entered into that certain Second Amended and Restated Credit Agreement, dated as of July 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which certain loans and financial accommodations have been made to the Borrower;

WHEREAS, in connection with the Credit Agreement, a Lender or Affiliate of a Lender is permitted to designate its [**Treasury Management Agreement/Swap Contract**] as a [**"Guaranteed Treasury Management Agreement"/"Guaranteed Swap Contract"**] under the Credit Agreement;

WHEREAS, the Credit Agreement requires that the Designor deliver this Guaranteed Party Designation Notice to the Administrative Agent; and

WHEREAS, the Designor has agreed to execute and deliver this Guaranteed Party Designation Notice:

1. Designation. Designor hereby designates the [**Treasury Management Agreement/Swap Contract**] described on Schedule 1 hereto to be a [**"Guaranteed Treasury Management Agreement"/"Guaranteed Swap Contract"**] and hereby represents and warrants to the Administrative Agent that such [**Treasury Management Agreement/Swap Contract**] satisfies all the requirements under the Loan Documents to be so designated. By executing and delivering this Guaranteed Party Designation Notice, the Designor, as provided in the Credit Agreement, hereby agrees to be bound by all of the provisions of the Loan Documents which are applicable to it as a provider of a [**Guaranteed Treasury Management Agreement/Guaranteed Swap Contract**] and hereby (a) confirms that it has received a copy of the Loan Documents and such other documents and information as it has deemed appropriate to make its own decision to enter into this Guaranteed Party Designation Notice, (b) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto (including, without limitation, the provisions of Section 10.01 of the Credit Agreement), and (c) agrees that it will be bound by the provisions of the Loan Documents and will perform in accordance with its terms all the obligations which by the terms of the Loan Documents are required to be performed by it as a provider of a [**Treasury Management Agreement/Swap Contract**].

Without limiting the foregoing, the Designor agrees to indemnify the Administrative Agent as contemplated by Section 11.04(b) of the Credit Agreement.

2. **GOVERNING LAW. THIS GUARANTEED PARTY DESIGNATION NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS GUARANTEED PARTY DESIGNATION NOTICE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Guaranteed Party Designation Notice to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DESIGNOR:

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

By: _____
Name: _____
Title: _____

Schedule 1
To Guaranteed Party Designation Notice

Exhibit 11.06

[Form of] Assignment and Assumption

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the][each] Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each] Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.](2) Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, extended, supplemented, increased or otherwise modified in writing from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto in the amount[s] and equal to the percentage interest[s] identified below of all the outstanding rights and obligations under the respective facilities identified below (including, without limitation, the Letters of Credit and the Swing Line Loans included in such facilities(3)) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the] [any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____
_____ [Assignor [is] [is not] a Defaulting Lender]
2. Assignee[s]: _____
_____ [for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]]
3. Borrower: Spirit AeroSystems, Inc., a Delaware corporation

(2) Include bracketed language if there are either multiple Assignors or multiple Assignees.

(3) Include all applicable subfacilities.

- 4. Administrative Agent: Bank of America, N.A., as the administrative agent under the Credit Agreement
- 5. Credit Agreement: Second Amended and Restated Credit Agreement, dated as of July 12, 2018, among the Borrower, the Parent Guarantor, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent
- 6. Assigned Interest[s]:

<u>Assignor[s]</u>	<u>Assignee[s]</u>	<u>Facility Assigned(4)</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders(5)</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans(6)</u>	<u>CUSIP Number</u>
			\$	\$	%	
			\$	\$	%	
			\$	\$	%	

[7. Trade Date: _____](7)

Effective Date: _____, 20 [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]

[NAME OF ASSIGNOR]

By: _____

Name:

Title:

ASSIGNEE[S]

[NAME OF ASSIGNEE]

(4) Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Commitment", "Term A Loan", etc.).

(5) Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

(6) Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

(7) To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

By: _____

Name:

Title:

[Consented to and](8) Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name:

Title:

[Consented to:](9)

[_____], as L/C Issuer and Swing Line Lender

By: _____

Name:

Title:

By: _____
Name:
Title:

(8) To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

(9) To be added only if the consent of the Borrower and/or other parties (e.g. Swing Line Lender, L/C Issuer) is required by the terms of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 11.06(b)(iii) and (v) of the Credit Agreement (subject to such consents, if any, as may be required under Section 11.06(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the] [such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 7.01(a) and (b) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of

interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment and Assumption and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

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